

REQUEST FOR PROPOSALS Planning Services for Comprehensive Plan Update

RFP #FY2015 Community Development 01 June 5, 2015

The Town of Purcellville, Virginia is seeking a well-qualified consultant with considerable experience in community design, land use planning, economic analysis and citizen involvement/participation to assist the Planning Commission and Town staff with a substantial update of the Town's Comprehensive Plan. The submittal, consisting of the original proposal and five (5) additional copies marked, Comprehensive Plan Update Proposal, must be received no later than 3:00 p.m. (EST), Thursday, July 2, 2015 by:

Town of Purcellville 221 South Nursery Avenue Purcellville, Virginia 20132

This RFP and any addenda are available on the Town of Purcellville official website at www.purcellvilleva.gov under the "Bid Board" link. Questions and requests for information should be directed to Daniel Galindo at dgalindo@purcellvilleva.gov or Marty Kloeden at mkloeden@purcellvilleva.gov.

Time is of the essence and any proposal received after 3:00 p.m. (EST), on July 2, 2015, whether by mail or otherwise, will be destroyed or returned unopened at the discretion of the Town. The time of receipt shall be solely determined by the time indicated on the stamp in the Town Hall Office. Proposals shall be placed in a sealed, opaque envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Offerors are responsible for ensuring that their proposal is stamped at the Town Hall Office by the deadline indicated.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible and qualified consultants are encouraged to submit proposals. The Town of Purcellville reserves the right to accept or reject any or all proposals submitted.

Sincerely,

Daniel Galindo, AICP Senior Planner

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I. Purpose

The Town of Purcellville, Virginia ("Town") is soliciting proposals from well qualified consulting firms with considerable experience in community design, land use planning, economic analysis and citizen involvement/participation to provide professional planning services to the Town. The contract will be administered by the Community Development Department which is assisting the Purcellville Planning Commission ("Commission") with a substantial update of the Town's *Purcellville, Virginia 2025 Comprehensive Plan* ("2025 Plan") as required per Section 15.2-2223 of the *Code of Virginia*. These services will be provided to assist Town staff and the Commission with selected tasks further described in Section III (Scope of Services).

II. Background

First settled in 1764 and incorporated in 1908, the Town is nestled against the Blue Ridge Mountains in Virginia's beautiful hunt country and located adjacent to Route 7 in western Loudoun County. Lying within the Washington–Arlington–Alexandria, DC–VA–MD–WV Metropolitan Statistical Area, the Town is currently the second-largest municipality in Loudoun County and has experienced tremendous growth in recent years. From a population of 3,584 in 2000, the Town had grown to 7,727 by 2010 and is estimated to have grown to 8,606 by 2013 within its 3.42 square miles. Furthermore, as the economic, social, and cultural hub of western Loudoun County, the Town serves an estimated economic trade area containing 22,857 people divided among 7,329 households with a median household income of \$119,689.

Despite this recent boom in residential and commercial development, the Town has a rich history and tradition that embodies its rural and agricultural heritage, and its citizens have long expressed a desire to preserve the Town's unique aspects which provide the community's sense of place. Recognizing the need to ensure that the Town is equipped to balance the continual pressures of growth and the preservation of what makes Purcellville special, the Town Council and Planning Commission have budgeted for and approved the solicitation of a consultant to assist with a *significant* update to the 2025 Plan or even the creation of a new comprehensive plan for the Town, if warranted.

III. Scope of Services

The Town is seeking an innovative comprehensive plan developed with an out-of-the-box approach detailed in the *Town of Purcellville 2015-2017 Comprehensive Plan Review Project Management Plan* ("PMP") developed by the Planning Commission and Town staff. As described in the PMP (included as Appendix A for informational purposes only), the Town desires significant and meaningful community participation throughout a transparent comprehensive planning process that results in the creation of a plan document worthy of recognition for its innovative, thorough and well documented process which can serve as a

model for other communities and the Town's future planning efforts. The contents and nature of the comprehensive plan need to follow § 15.2-2223 through 2224 of the *Code of Virginia*. Ultimately, the comprehensive plan must inspire, guide, and direct the growth of the community by providing clear and predictable guidance to citizens, stakeholders, developers, and the Town's staff as well as its elected and appointed officials.

In order to achieve these ambitious goals, the Town is in search of a dynamic and experienced consultant that can best supplement the talents and skills of the Planning Commission and Town staff. As studies and surveys of existing conditions and trends of growth are already being conducted by Town staff, the work to be performed by the successful Offeror responding to this request will be assisting the Town with tasks for which the Town does not have internal resources available to complete successfully.

These tasks will comprise activities associated with engaging the community and obtaining unbiased citizen input including a series of six (6) to nine (9) facilitated public input sessions consisting of: general sessions (1-2), focus sessions (4-6) and a recap session. From the general sessions, Town staff and the Commission will identify key issues and concerns to serve as topics for the focus sessions. The outcomes of the general and focus sessions as well as the Commission's associated work will be presented back to the community at a final recap session prior to initiation of the creation of a full draft plan defining the Town's vision for its future.

It is anticipated that matters of community and architectural design will be a significant point of emphasis in the planning process as the Town grapples with expressed desires for annexation of adjoining lands, redevelopment of commercial and industrial properties within town, increased mixed use development, maintaining its small town character, and needed improvements in walkability and other traffic calming measures. Therefore, the successful Offeror will work closely with staff and the Commission to generate alternatives and scenarios that will help implement a vision for the future that meets the economically, environmentally, and socially sustainable needs of the community. A critical aspect of this process will be the creation of graphics illustrating alternative development approaches on undeveloped land in and around the Town as well as redevelopment approaches in the context of existing development. Analyses detailing the demographic, economic, and fiscal impacts of the plan's proposed development alternatives and scenarios versus the status quo will be required.

Specifically, the scope of services will include, but will not be limited to, the following tasks:

Assist the Commission and Town staff with a community engagement process that
empowers the public, engages people in the process, maintains their continued
participation, and fosters an environment of cooperation in working together for
Purcellville's future. The methods of public outreach and involvement should be
advanced and inventive in manners that encourage residents to connect within the
community to bring value to the plan.

- 2. Facilitate general and focused public input sessions to include: an overview to educate the public of past and current conditions as well as future trends, an overview of current 2025 Plan goals and recommendations, and conducting exercises that gauge public perception such as a Strengths, Weaknesses, Opportunities, and Threats (SWOT) Analysis. Summary reports detailing issues and concerns raised, trends found in citizen responses, and other notable findings are to be provided to the Town after each session.
- 3. Assist Town staff with the creation of survey questions and analysis of citizen responses.
- 4. Generate alternatives and scenarios consistent with newly defined goals to address identified issues, opportunities and threats in and around the Town.
- 5. Conduct studies such as a build-out analysis and fiscal impact analysis which detail the costs and benefits of the development alternatives and scenarios proposed by the plan compared to the Town's existing development potential.
- 6. Develop graphics and maps for public presentation and inclusion in draft and final plan documents illustrating preferred alternative development models.
- 7. Assist the Commission and Town staff with a public recap session and required public hearings to present the outcomes of the input sessions, suggested alternatives, and other important content in the plan document.
- 8. Create the design template for the plan document and assist Town staff with the writing of selected text as directed by staff.
- 9. Compile and deliver draft and final plan documents.

IV. Products and Deliverables

- 1. Presentations, graphics, and exercise materials for public input sessions to be determined prior to each session.
- 2. Summary reports of each public input session as well as other preliminary reports and project updates prepared at milestones of the planning process. Each report and update submitted to the Town will include one (1) printed color copy and one (1) digital copy with print-ready graphics in Microsoft Word format.
- 3. Draft comprehensive plan: 20 printed color copies of draft plan for comments and one (1) digital copy with print-ready graphics in a file format agreed upon by both parties prior to each public hearing.
- 4. Final adopted comprehensive plan: 40 bound printed color copies; one (1) unbound printed color copy; one (1) digital copy with print-ready graphics in an editable (i.e. non-PDF) file format agreed upon by both parties; and one (1) digital copy in PDF format.

- 5. Maps GIS Files and PDFs
- 6. Other, as agreed upon by both parties

V. Project Structure and Process

As the Town Council, Planning Commission, and Town staff are most familiar with the day-to-day issues faced by the Town, Town staff will play a proactive role in the management and processing of the comprehensive plan update. Specific aspects of Town involvement in the comprehensive planning process which are to be recognized in proposals, are:

- 1. The Planning Commission and Town staff have developed the PMP and project timeline to ensure the most efficient use of the time each has available for this project; however, both can be slightly modified at the beginning of the project to ensure the availability of the Offeror for key tasks, if necessary. Once the project begins, the Offeror will be expected to adhere to the agreed upon PMP and project timeline until the successful completion of the project.
- 2. Town staff intends to work closely with the Offeror to ensure a constant source of town input as tasks are planned and executed. Throughout the update process, the Offeror shall include time for meetings, work sessions and/or phone calls with Town staff every two (2) weeks, or as directed by Town staff.
- 3. Town staff intends to work with the Offeror as a team on the creation of the plan document with the Offeror primarily responsible for the document's design, graphics, and the writing of selected text as directed by Town staff. Town staff will be primarily responsible for the document's remaining text. Each party will work with the other to review and "fine-tune" these elements of the plan document in to a cohesive whole which achieves the ambitious goals the Town has set for this comprehensive plan.
- 4. Technical data and existing mapping data resources associated with the Town and its infrastructure will be provided by Town staff, as available, to assist the Offeror.

VI. Anticipated Project Schedule

Beginning with the general public input sessions tentatively scheduled for September, the update process is projected to take approximately 18-20 months along the general benchmarks below:

Project Components	Timeframe
Public Input Sessions	September 2015 – June 2016
Visioning and Development of Goals, Objectives and Policies	September 2015 – June 2016
Draft Plan Creation	June 2016 – August 2016
Draft Plan Review (including VDOT Review)	August 2016 – December 2016

Final Plan Review	December 2016 - January 2017		
Planning Commission Public Hearing	February 2017		
Town Council Public Hearing	March 2017		
Adoption of Final Draft	March 2017		

The Planning Commission and Town staff have also tentatively selected dates for the proposed public input sessions, which are primarily on the 2nd Saturday of a given month, as noted below:

Public Input Session	Tentative Date
General Session #1	September 12, 2015
General Session #2	September 19, 2015
Focus Session #1	November 14, 2015
Focus Session #2	January 9, 2016
Focus Session #3	February 13, 2016
Focus Session #4	March 12, 2016
Focus Session #5	April 9, 2016
Focus Session #6	May 14, 2016
Recap Session	June 11, 2016

See the PMP in Appendix A for more detailed schedule information.

VII. Proposal Requirements and Scoring

The Town is seeking proposals following Virginia Code Section 2.2-4301 3b. for competitive negotiation. Offerors are permitted to submit proposals that provide full in-house services or submit proposals using a team approach wherein a lead consultant will use select services provided by other firms. An Offeror's proposal must reflect their ability to provide a full range of expertise in all areas including but not limited to land use planning and zoning; demographic and economic analysis; transportation planning; utility planning; community visioning; urban design; community development; and GIS. Additionally, proposals must identify experience with public outreach, facilitation of public meetings, public relations and media campaigns, and presentation graphics.

Offerors shall submit a written proposal that presents their qualifications and understanding of the work to be performed. All proposed Town responsibilities shall be identified in the proposal. Offerors are asked to submit simple, straightforward, clear, and concise responses addressing each evaluation criterion and to be specific in presenting their qualifications.

The proposal should begin with a table of contents, include page numbers on all pages, and include a section in the proposal for each of the following. A point system for scoring of proposals is also included below with 100 points being a perfect score. The maximum score available for each required section of the proposal is indicated in bold. All pages shall be 8.5×11 inch format. Minimum font size should be 11 point.

- A. <u>Letter of Interest</u>: Briefly provide general information concerning the Offeror including a summary of why it believes it is qualified to provide the requested services. **5 points**
- B. <u>Project Approach</u>: Describe the Offeror's philosophy, approach to the project, and value to the Town. Discuss ability to track and meet schedules as well as your approach to monitoring contract expenses and man-hours to avoid contract cost overruns.

 10 points
- C. <u>Project Team</u>: Identify the proposed team and the project manager who will be permanently assigned to the project, including subcontractors, qualifications, experiences, and references. If subcontractors are to be used, describe their anticipated scope of work and how they will be coordinated. In an appendix at the end of the proposal, include a one-page resume for each team member that will be directly involved in the project detailing years of experience, education, certifications, company affiliation, workplace location, and a brief bulleted list of individual project experience.
- D. <u>Scope of Services</u>: Describe approach to accomplish the scope of services stated in the RFP and identify the methodology proposed. The Offeror is encouraged to include suggestions or supplemental tasks which may enhance the project or streamline the scope of services and improve cost effectiveness. **15 points**
- E. <u>Schedule</u>: Describe ability to meet the proposed schedule and note availability for proposed dates of the public input sessions. Respondents should address their current workload and the availability of individual team members for this project.

15 points

F. <u>Cost Summary</u>: Provide a cost estimate of the total fees for the work to be completed. It would be helpful to see the hourly rate structure for each individual of the firm to be assigned to the project by name and position/title, as well as other direct costs not included in hourly rates. Please note that price will be considered in evaluating proposals, however, as per the Code of Virginia Section 2.2-4301(3b), it is not necessarily the sole determining factor and the final contract costs will be based on contract negotiations with the selected firm.

Note: Because this project will extend at least over two fiscal years, we anticipate making progress payments to the Offeror as work is completed. The proposal should address proposed payment scheduling in general terms over the course of the project.

20 points

G. <u>Relevant Experience</u>: Describe the Offeror's experience in preparing comprehensive plans. Include at least three projects which the Offeror has completed that are similar to the project described in the request. These projects should demonstrate creativity and the use of quality graphic content. For each project, provide the following information: 1) Name and location of each project and year completed; 2) Name and

contact information of each client and client project manager; 3) Elements of the project that are common to the plan/scope elements described in this request; and 4) A link to on-line posting of the three example documents for review. **20 points**

In addition:

- Offerors must carefully examine Attachments A and B (Contract and Insurance Requirements) and indicate in their proposal a thorough understanding of and the ability to comply with all contractual and insurance requirements.
- Attachments C though F <u>must be completed</u> and submitted with the proposal.
- A completed Form W-9 must be submitted with the proposal. In the event of contract award, this information is required in order to issue purchase orders and payments to the successful Offeror. A copy of this form can be downloaded from http://www.irs.gov/pub/irs-pdf/fw9.pdf.
- Additional material that provides examples or additional information to clarify the proposal may be included as appendices.

VIII. Evaluation and Selection Process

The Town has formed a Selection Committee to evaluate and score the proposals utilizing the scoring weights presented in Section VII (A) – (G). Within each of the above submittal categories, the committee will be using, but will not be limited to, the following criteria:

- 1. Responsiveness and proposed approach to scope of services and project needs. Although the Town has identified the general nature of services to be provided, the Offeror is given leeway toward the approach to provide the requested services. Innovative strategies and creativity are desired.
- 2. Demonstrated experience and technical competence in similar projects. Past record of performance of the Offeror with respect to such factors as working relationships with subcontractors or peer consultants on the same project, control of costs, quality of work, and ability to meet schedules.
- 3. Capacity and capability of Offeror to perform the work, including specialized services, and ability to meet the proposed schedule. Quality of key personnel assigned.
- 4. Understanding of local conditions related to the completion of services. Experience in Virginia and familiarity with applicable local, state, and federal laws.
- 5. Estimated cost of services and proposed remuneration requirements.
- 6. The level and extent of proposed Town responsibilities.

The Town's selection committee will review all proposals and will select two or more Offerors who will be invited to make individual presentations and to negotiate a potential contract. The principal personnel to be assigned to the project should be present at the interview as well as an individual or individuals qualified to negotiate on behalf of the company. After negotiations have been conducted with each selected Offeror, the Town shall choose the Offeror, which in its opinion, offers the best value to the Town and shall award the agreement to that Offeror. Should the Town determine in writing and in its sole

discretion that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified than the others under consideration, an agreement may be negotiated and awarded to that Offeror. The award document will be an agreement incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated.

This RFP does not commit the Town to award a contract or to pay any cost incurred by any Offeror resulting from submittal of a proposal. The Town reserves the right to reject any or all proposals received in response to this RFP or cancel the RFP in its entirety. The selection of an Offeror shall be made without regard to race, color, sex, age, religion, national origin, or political affiliation. The Town of Purcellville, Virginia is an Equal Opportunity Employer.

Proposed Time Schedule for Procurement

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June 5, 2015	RFP Distribution
July 2, 2015	Deadline for Proposals
July-August 2015	Interviews/Negotiations
August 2015	Award of Contract
August or September 2015	Project Start Date
March 2017	Projected Completion Date for Comprehensive Plan

IX. Submission Requirements

The submittal, consisting of the original proposal and five (5) additional copies marked, Comprehensive Plan Update Proposal, must be received no later than 3:00 p.m. (EST), Thursday, July 2, 2015 by Town of Purcellville, 221 South Nursery Avenue, Purcellville, VA 20132. Postmarks will not be accepted.

- A. The Town will not accept oral proposals or proposals received by telephone, facsimile (FAX) machine or electronic mail.
- B. All erasures, interpolations, and other changes in the proposal shall be signed or initialed by the Offeror.
- C. The proposal and all other required documents shall be enclosed in a sealed opaque envelope. The envelope containing the proposal shall be sealed and marked in the lower left-hand corner with the number, title, hour, and due date of the proposal.
- D. Offerors must submit one (1) original proposal and supporting documents and five (5) complete copies of the proposal and all supporting documents.
- E. The time proposals are received shall be solely determined by the time clock stamp placed on the proposal upon receipt at the Town Hall. Offerors are solely responsible for ensuring that their proposals are stamped by the appropriate Town personnel by the deadline indicated. Offerors are strongly advised to plan ahead to ensure the timely submission of their proposal.

- F. By submitting a proposal in response to this Request for Proposal, the Offeror represents they have read and understand the RFP, the Scope of Services and have familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the contract work specified in the RFP.
- G. The failure or omission of any Offeror to receive or examine any form, instrument, contract, addendum, or other documents or to acquaint itself with conditions relating to the scope of services to be provided, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the Offeror's performance under the contract.
- H. Trade secrets or proprietary information submitted by an Offeror in response to this Request for Proposal shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section utilizing the form found in Attachment F prior to or upon submission of data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Section 2.2-4342 (F) of the Code of Virginia).
- I. A proposal may not be modified, withdrawn, or cancelled by the Offeror during the stipulated time period following the time and date designated for the receipt of proposals, and each Offeror so agrees in submitting a proposal.

Prior to the time and date designated for receipt of proposals, a proposal submitted may be modified or withdrawn by notice to the party receiving proposals at the place designated for receipt of proposals. Such a notice shall be in writing over the signature of the Offeror or by mail; if by mail, written confirmation over the signature of the Offeror shall be mailed and postmarked on or before the date and time set for receipt of proposals. A change shall be so worded as not to reveal the amount of the original proposal.

Withdrawn proposals may be resubmitted up to the date and time designated for the receipt of proposals, provided that they are then fully in conformance with these Proposal Submission Requirements.

If within two (2) business days after proposals are opened any Offeror files a duly signed written notice, accompanied by original work papers, with the Town that there was a material and substantial mistake in the preparation of its proposal, that Offeror may withdraw its proposal. This procedure shall follow Section 2.2-4330 (B) of the Virginia Public Procurement Act (VPPA). Thereafter, if the Work is re-advertised for proposals, that Offeror will be disqualified from further submitting a proposal on the work.

X. General Contract Terms and Conditions, Cancellation and Waiver of Informalities

A. Award of the Contract

- 1. The Town reserves the right to cancel this RFP and reject any or all proposals and to waive any informalities in the bids pursuant to § 2.2-4319 of the Code of Virginia, as amended. The reasons for cancellation or rejection shall be made a part of the contract file.
- 2. Under this RFP, the Town may accept no proposals, one proposal or multiple proposals in its sole discretion.
- 3. The Successful Offeror shall, within ten (10) calendar days after prescribed documents are presented for signature, execute and deliver to the Town the agreement, insurance certificates, and any other documents required by the RFP.
- 4. Any contract resulting from this RFP is not assignable.
- 5. Upon making an award, or giving notice of intent to award, the Town will place the appropriate notice only on the official Town website www.purcellvilleva.gov for a ten (10) day calendar period.

B. Controlling Law

This Contract is made, entered into, and shall be performed in the Town of Purcellville, and Loudoun County, Virginia and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising out of the agreement resulting from this RFP, its interpretations, or its performance shall be litigated only in the Loudoun County General District Court or the Circuit Court of the County of Loudoun, Virginia.

C. Offeror's Performance

- 1. The Successful Offeror agrees and covenants that its agents and employees shall comply with all Town, county, state and federal laws, rules and regulations applicable to the business to be conducted under the contract.
- 2. The Successful Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid personal injuries and property damage.
- 3. The Successful Offeror shall be an independent Contractor and is not an employee of the Town.

D. Employment Discrimination by Successful Offeror Prohibited

1. During the performance of this contract, the Successful Offeror agrees as follows (Code of Virginia, Section 2.2-4311):

- (a.) The Successful Offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Successful Offeror. The Successful Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- (b.) The Successful Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Successful Offeror, will state that such Successful Offeror is an equal opportunity employer.
- (c.) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2. The Successful Offeror will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

E. Drug-Free Workplace to be maintained by the Successful Offeror (Code of Virginia, Section 2.2-4312)

At all times during the performance of the contract, the Successful Offeror agrees to (i) provide a drug-free workplace for the Successful Offeror's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Successful Offeror's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Successful Offeror that the Successful Offeror maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or yendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Successful Offeror in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

F. No Discrimination against Faith-Based Organizations

The Town of Purcellville does not discriminate against faith-based organizations as that term is defined in Virginia Code Section 2.2.-4343.1.(D).

G. Successful Offeror Does Not and Shall Not Knowingly Employ an Unauthorized Alien

During the performance of any Work under the contract, the Successful Offeror certifies that it does not and shall not knowingly employ an unauthorized alien as defined in the Immigration Reform and Control Act of 1986.

H. Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth

- 1. If the Successful Offeror is organized as a stock or non-stock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership, the Successful Offeror shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia, as amended, or as otherwise required by law.
- 2. Pursuant to competitive sealed bidding or competitive negotiation, all public bodies shall include in the solicitation a provision that requires a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.
- 3. Any bidder or offeror described in section X. H. (2) that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Director of the Department of General Services or his designee or by the chief executive of a local governing body.
- 4. Any business entity described in section X. H. (1) and (2) that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

I. Payment

Compensation to be paid to the Offeror to provide all work, services and deliverables as listed in Section III (Scope of Services) and Section IV (Products and Deliverables) shall be clearly presented in the proposal. Tasks shall be billed to the Town in monthly installments. All incidental costs including, but not limited to, travel, printing, copying, binding, telephone, drawings, diagrams and photographs, must be included in the proposal amount submitted to the Town. Invoices will be paid within thirty (30) calendar days after approval by the Town. In no event shall the amount billed by the Offeror exceed that amount attributed to the work completed as of the date of the bill. The proposed remuneration requirements shall be a component of the selection criteria.

J. Minority and Women-Owned Businesses

The Town of Purcellville, in compliance with § 2.2-4310 (B) of the Code of Virginia, solicits both minority and women-owned businesses to respond to all Invitations for Bids and Requests for Proposals, and if not already on the Town's Offeror mailing list, you may request application for inclusion on the list.

K. Ethics in Public Contracting

The provisions of law set forth in Article IV of the Virginia Public Procurement Act, entitled "Ethics in Public Contracting," Code of Virginia §§2.2-4367 et seq., the State and Local Government Conflict of Interest Act, Code of Virginia §§ 2.2-3100, et seq., the Virginia Governmental Frauds Act, Code of Virginia §§18.2-498.1 et seq., Articles 2 and 3 of Chapter 10, Title 18.2 of the Code of Virginia, as amended, are incorporated herein by reference. The Successful Offeror shall incorporate the above clause in its contracts with each subcontractor.

L. Termination or Suspension of Contract

- 1. The Town of Purcellville reserves the right to terminate the contract immediately in the event that the Successful Offeror discontinues or abandons operations; if adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.
- 2. The contract is conditioned upon an annual appropriation made by the Town Council of the Town of Purcellville, Virginia of funds sufficient to pay the compensation due the Successful Offeror under the contract. If such an appropriation is not made in any fiscal year and the Town lacks funds from other sources to pay the compensation due under this contract, the Town will be entitled, at the beginning of or during such fiscal year, to terminate this contract. In that event, the Town will not be obligated to make any payments under this contract beyond the amount properly appropriated for contract payments in the immediately prior fiscal year. The Town will provide the Successful Offeror written Notice of Termination of the contract due to the non-appropriation of funds at least ten (10) Calendar Days before the effective date of the

termination. However, the Town's failure to provide such Notice will not extend this contract into a fiscal year in which funds for Contract payments have not been appropriated.

- 3. Failure of the Successful Offeror to comply with any section, clause or requirement of the contract will be considered grounds for immediate termination of the contract by the Town of Purcellville at its sole discretion.
- 4. Notwithstanding anything to the contrary contained in the contract between the Town and the Successful Offeror, the Town or Offeror may, without prejudice to any other rights it may have, terminate the contract for convenience and without cause, by giving thirty (30) days written notice to the other party.
- 5. The Town may terminate or suspend the contract due to emergency circumstances as defined by the Town Manager at the Town's sole discretion.
- 6. Upon any termination of the contract, the Successful Offeror shall be paid: (1) the actual cost of any work, labor, or materials actually performed or in place and the actual cost of any labor, equipment, or materials ordered in good faith that could not be canceled, less the salvage value thereof, only if the work was performed to the complete satisfaction of the Town.

M. No Claim Against Town Officials

The Successful Offeror agrees that it shall make no claim whatsoever against any elected official, appointed official, authorized representative, agent or employee of the Town for, or on account of, anything done or omitted to be done in connection with this Contract.

N. Taxes

The Successful Offeror shall be responsible for the payment of all Town, county, state and federal taxes required by law.

The Town of Purcellville is exempt from the payment of federal taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

O. Insurance Requirements

The Successful Offeror shall maintain insurance to protect itself and the Town of Purcellville from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from the performance of this contract. Such insurance shall conform to the Insurance Specifications listed in Attachment B.

P. Collusion

By submitting a proposal in response to this Request for Proposal, the Successful Offeror represents that in the preparation and submission of this proposal, said Successful Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

Q. Subcontracts and Payment Clauses Required by Va. Code § 2.2-4354

No portion of the Work shall be subcontracted without prior written consent of the Town of Purcellville. In the event that the Successful Offeror desires to subcontract some part of the Work specified in the Contract, the Successful Offeror shall furnish the Town the names, qualifications, and experience of the proposed subcontractors. The Successful Offeror shall, however, remain fully liable and responsible for the Work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the contract.

- 1. The Successful Offeror shall take one of the two following actions within seven days after receipt of amounts paid to the Successful Offeror by the Town for all or portions of the goods and/or services provided by a subcontractor: (a) pay the subcontractor for the proportionate share of the total payment received from the Town attributable to the work performed by the subcontractor under that contract; or (b) notify the Town and subcontractor, in writing, of the Successful Offeror's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- 2. Pursuant to Virginia Code § 2.2-4354, the Successful Offeror that is a proprietor, partnership, or corporation shall provide its federal employer identification number to the Town. Pursuant to Virginia Code § 2.2-4354, the Successful Offeror who is an individual contractor shall provide his/her social security numbers to the Town.
- 3. The Successful Offeror shall pay interest to its subcontractors on all amounts owed by the Successful Offeror that remain unpaid after seven days following receipt by the Successful Offeror of payment from the Town for all or portions of goods and/or services performed by the subcontractors, except for amounts withheld as allowed in Subparagraph 1. above.
- 4. Pursuant to Virginia Code § 2.2-4354, unless otherwise provided under the terms of the Contract interest shall accrue at the rate of one percent per month.
- 5. The Successful Offeror shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

6. The Successful Offeror's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in Virginia Code § 2.2-4354 shall not be construed to be an obligation of the Town. A Contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

R. Indemnification

The Successful Offeror hereby assumes all liability for and agrees to indemnify and hold harmless the Town and its council members, officers, authorized representatives, agents and employees against any and all claims, losses, costs, damages, penalties, liabilities and fees (including reasonable attorneys' fees), and expenses resulting from any material breach of the representations, warranties and covenants of the Successful Offeror contained in the Contract Documents or from any injuries to persons or property caused by the negligence or alleged negligence of the Successful Offeror, its subcontractors, employees, agents or authorized representatives or in any other manner arising out of the performance of this contract.

The Successful Offeror shall at its sole cost and expense, and upon demand of the Town, defend and provide attorneys, all costs of investigation, litigation and appeal to defend the Town and its council members, officers, authorized representatives, agents and employees from any claims resulting from any material breach of the representations, warranties and covenants of the Successful Offeror contained in the Contract Documents or from any injuries to persons or property caused by the negligence or alleged negligence of the Successful Offeror, its subcontractors, employees, agents or authorized representatives or in any other manner arising out of the Successful Offeror's performance under this contract. The attorney(s) selected to defend the Town shall be subject to approval by the Town.

S. Severability

Any written agreement resulting from this RFP shall contain a severability clause, which provides that each paragraph and provision of the agreement will be severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect. See Attachment A: Contract, Section 9.

T. Contract Documents and Length

- 1. The term "Contract Documents" is defined as the RFP and all attachments, amendments and addenda (if any) and all components, parts and appendices (if any) of the Successful Offeror's proposal.
- 2. The contract term shall commence upon execution of the Contract Documents and end on June 30, 2017.

3. The contract may be extended for an additional period of time, if necessary to complete the work, only upon written, mutual agreement between the Town and the Successful Offeror(s).

U. Incorporation of RFP and Proposals by Reference into the Contract

The RFP and all attachments, amendments and addenda (if any) and all components, parts and appendices (if any) of the Successful Offeror's proposal(s) shall be incorporated by reference into the contract document (Attachment A) as if its provisions were stated verbatim therein. In case of any conflict between the RFP and all attachments, amendments and addenda (if any) and any other contract document, the RFP and all attachments, amendments and addenda (if any) shall control.

XI. Questions

Questions and requests for information and clarification should be directed by email only as follows:

- 1. Address questions concerning the RFP process and submission procedures to Marty Kloeden at mkloeden@purcellvilleva.gov.
- 2. Address questions concerning the required Scope of Services and required proposal content to Daniel Galindo at dgalindo@purcellvilleva.gov.

All answers and/or addenda to the RFP will be posted only on the Town's official website at the Town's convenience. It is the responsibility of potential Offerors to examine the Town's website for answers and addenda prior to submitting a proposal. Offerors must acknowledge their receipt of any addenda on the form located in Attachment E.

The deadline for submission of questions and requests for information is Friday, June 19, 2015 at 12:00 pm. After the deadline no further questions or requests for information will be accepted.

Only answers and/or addenda to the RFP posted on the Town's official website will become a part of the Contract between the Town and Successful Offeror. Verbal answers and statements will have no effect.

ATTACHMENT A: CONTRACT

CONTRACT FOR THE COMPREHENSIVE PLAN UPDATE

Town of Purcel	ONTRACT, is made this day of 2015, by and between the lville, hereinafter called "Town" and,
(an individual o	r a Partnership or a Corporation), hereinafter called "Contractor".
	SSETH: That in consideration of ten dollars paid by each party to the other and of n recited in the Contract, the parties hereby agree as follows
1. The C the 30 th day of J	ontract shall commence on the day of 2015 and terminate on une 2017.
and provide all	Contractor agrees to furnish all services, labor, expertise, materials, and equipment deliverables necessary or required to complete the scope of services under the s and conditions of the Contract.
	Contractor shall commence the work required by the Contract not later than seven immencement date of the Contract.
4. The C	ontract includes the following documents:
a b c d e	Attachments – Attachment A: Contract Attachment B: Insurance Requirements Attachment C: Proposal Signature Sheet Attachment D: State Corporation Commission Identification No. Attachment E: Addendum Acknowledgement Attachment F: Trade Secrets and Proprietary Information Successful Offeror's Entire Proposal and appendices (if any) Notice of Award Addenda (if any): No, dated, 2015. No, dated, 2015. No, dated, 2015. No, dated, 2015.
Both parties ag	ree that this Contract may not be contradicted by evidence of any prior or

5. The Town shall pay the Contractor for all services rendered, costs incidental to those

services, and other deliverables required under the Contract up to \$_____. Tasks shall be

contemporaneous statements or contracts.

billed to the Town in monthly installments. Invoices will be paid within thirty (30) calendar days

after approval by the Town. In no event shall the amount billed by the Contractor exceed that amount attributed to the work completed as of the date of the bill. No additional payments or fees shall be due to the Contractor for any reason.

- 6. The Contractor agrees to perform all services and work and provide all deliverables specified in the Contract to the satisfaction of the Town. The Contractor agrees that no payment shall be due for services rendered or deliverables until the Town is completely satisfied with all the services, work and deliverables provided by the Contractor.
- 7. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
- 8. The Contract shall not be modified or amended except by mutual consent in a writing signed by duly authorized representatives of both parties.
- 9. In the event that any term, condition or provision of this Contract is found by a court of competent jurisdiction to be void, invalid or unenforceable, all remaining sections and provisions of this Contract shall remain in full effect and be binding on the parties.

REMAINDER OF THE PAGE LEFT INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in two copies, each of which shall be deemed an original on the date first above written.

	TOWN OF PURCELLVILLE, VIRGINIA
	By:Robert W. Lohr, Jr., Town Manager
County of Loudoun	
Commonwealth of Virginia	
	or the Comprehensive Plan Update was acknowledged, 2015 by Robert W. Lohr, Jr.
Notary Public	
Commission Expiration Date	<u> </u>
Notary Registration Number	 er
STAMP OR SEAL:	

NAME OF CONTRACTOR

By:	
Its:	
County of Loudoun	
Commonwealth of Virginia	
	omprehensive Plan Update was acknowledged before 2015 by
Notary Public	
Commission Expiration Date	
Notary Registration Number	

STAMP OR SEAL:

ATTACHMENT B: INSURANCE REQUIREMENTS

Insurance Requirements:

- 1.) At all times during the term of this Agreement, the Contractor will maintain a general liability policy with not less than \$1,000,000 combined single limits per occurrence with excess general liability (umbrella) coverage with a combined minimum limit of \$2,000,000. Coverage is to be on an occurrence basis only with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. The Contractor's general liability and excess liability policies must be endorsed to list the Town of Purcellville as an additional insured. The insurance provided in the additional insured endorsement shall be primary without contribution from such other insurance provided or available to the additional insured. Any additional insured endorsement will be rejected if it includes an exclusion of completed operations coverage, unless a separate endorsement for that coverage is attached. All endorsements must be issued by the Contractor's insurance company. A notation of additional insured status on the certificate of insurance is not sufficient. Prior to the commencement or any work under the Agreement, the Contractor shall provide the Town with a certificate of insurance and all insurance endorsements evidencing compliance with all insurance requirements in this paragraph.
- 2.) At all times during the term of the Agreement, the Contractor will maintain workers' compensation coverage in compliance with the laws of the Commonwealth of Virginia. The coverage must have statutory limits and be with an insurer licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. As an alternative, it is acceptable for the Contractor to be insured by a group self-insurance association that is licensed by the Virginia Bureau of Insurance. The Contractor will also carry employers liability insurance with a limit of at least \$1,000,000 bodily injury by accident/\$1,000,000 bodily injury by disease policy limit/\$1,000,000 bodily injury by disease each employee. Prior to the commencement or any work under the Agreement, the Contractor shall provide the Town with a certificate of insurance evidencing compliance with all insurance requirements under this paragraph. Title 65.2 of the Code of Virginia requires every employer who regularly employs three or more full-time or part-time employees to purchase and maintain workers' compensation insurance. If you do not purchase a workers' compensation policy, a signed statement is required documenting that you are in compliance with Title 65.2 of the Code of Virginia.
- 3.) At all times during the term of this Agreement, the Contractor will maintain automobile liability insurance with limits of at least \$1,000,000. The coverage is to be written only with a symbol "1" or "any auto." The insurer must be licensed to conduct business in the Commonwealth of Virginia. The insurer must have an A. M. Best rating of A- or better. The Town of Purcellville must be endorsed as an additional insured on the Contractor's automobile liability policy. The endorsement must be issued by the Contractor's insurance company. A notation on the certificate of insurance is

insufficient. The insurance provided in the additional insured endorsement shall be primary without contribution from such other insurance provided or available to the additional insured. Prior to the commencement or any work under the Agreement, the Contractor shall provide the Town with a certificate of insurance and all endorsements evidencing compliance with all insurance requirements under this paragraph.

- 4.) At all times during the term of the Agreement, the Contractor will maintain professional liability insurance with a limit of at least \$1,000,000. It is preferred that the coverage be on an occurrence basis. If the policy is on a claims made basis, this should be noted and may be grounds for termination of the Agreement. If the Contractor has professional liability insurance on a claims made basis, the Contractor shall agree that coverage will be maintained for at least three years beyond the expiration date of the policy in force at the time of this Agreement. Coverage is to be with a company licensed to conduct business in the Commonwealth of Virginia and have an A. M. Best rating of A- or better. The Town of Purcellville must be listed as an additional insured on the policy by endorsement. The endorsement must be issued by the Contractor's insurance company. A notation on the certificate of insurance is insufficient. Prior to the commencement or any work under the Agreement, the Contractor shall provide the Town with a certificate of insurance and all endorsements evidencing compliance with all insurance requirements under this paragraph.
- 5.) All coverages required herein are to be evidenced by a certificate of insurance issued by the Contractor's insurer or insurance agent. The Town's additional insured status must be by endorsement to the Contractor's insurance. A copy of the certificate of insurance and additional insured endorsements must be provided to the Town. The endorsement listing the Town as an additional insured must remain in force during the entire term of the Agreement.
- 6.) The Contractor's insurer or insurance agent must provide thirty (30) days' notice of cancellation [ten (10) days for non-payment] to the Town of any insurance or endorsements required herein. Such notice may be provided by one of the following three methods:
 - i) A note on company letterhead that the Town will receive such notice of cancellation. This may be on the letterhead of the agent, the broker, or the insurance company, and not include a blanket disclaimer of liability upon failure to give such notice.
 - ii) A separate endorsement specifying the notice required, or
 - iii) A copy of a policy provision regarding such notice.
- 7.) The Contractor will not commence any work under the contract until the Town has received all required certificates of insurance and endorsements.

- 8.) Failure to maintain all required insurance, endorsements and certificates of insurance constitutes grounds for immediate termination of the Agreement by the Town or cessation of all activities by the Contractor until all insurance requirements are met; at the sole discretion of the Town.
- 9.) The insurance provided in the endorsements naming the Town as an additional insured required herein shall be primary without contribution from any such other insurance provided or available to the Town.
- 10.) Waiver of subrogation required. The Contractor's insurer shall waive rights of subrogation against the Town and its officers, officials, employees, agents, assigns and volunteers under the Contractor's general liability, automobile liability, professional liability and workers' compensation policies. The waiver of subrogation must be specified on the certificate of insurance.
- 11.) The Contractor will not commence any work under the Agreement until the Town has received all required certificates of insurance and endorsements.
- 12.) Failure to maintain all required insurance, endorsements and certificates of insurance constitutes grounds for immediate termination of the Agreement by the Town or cessation of all activities by the Contractor until all insurance requirements are met; at the sole discretion of the Town.
- 13.) The Contractor shall require the same insurance coverage from its subcontractors as the Town requires of the Contractor under this Agreement. Compliance by the Contractor and any of its subcontractors with the insurance requirements under this Agreement shall not relieve the Contractor or any subcontractors of their liabilities and obligations under this Agreement.
- 14.) Nothing contained herein shall be construed to create a contractual relationship between the Town and any subcontractor of the Contractor. The Contractor shall be fully responsible to the Town for the acts and omissions of the Contractor's employees, the Contractor's subcontractors, and the employees of any subcontractor.
- 15.) In the event the Contractor cannot meet the specifications required by these insurance requirements, alternate insurance coverage, satisfactory to the Office of the Town Manager, or his designee, may be considered if proposed by Contractor at the time of Proposal submission.
- 16.) If an "ACORD" Insurance Certificate form is used by the Contractor's insurance agent, the words, "endeavor to" and "....but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.

ATTACHMENT C: PROPOSAL SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in *RFP #FY2015 Community Development 01*. My signature also certifies that by submitting a proposal in response to this Request for Proposal, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1 et seq.) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign and bind the Offeror to the proposal submitted and any resulting agreement with the Town of Purcellville.

NAME OF		
OFFEROR:	 	
ADDRESS:		
EED (TAY ID NO		
FED/TAX ID NO:	 	
SIGNATURE:	 	
NAME (print):	 	
TITLE:	 	
TELEPHONE:	 	
E-MAIL:	 	
FAX:	 	
DATE:		

ATTACHMENT D: STATE CORPORATION COMMISSION IDENTIFICATION NUMBER

All Offerors organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in the proposal the identification number issued to it by the State Corporation Commission. Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in the proposal a statement describing why the Offeror is not required to be so authorized. See Section 2.2-4311.2 of the Code of Virginia, as amended.

Any Offeror that fails to provide the information required by this Section shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the chief executive of the Town.

1. Enter State Corporati	on Identification Number:	
2. Enter Statement below	w if required:	

ATTACHMENT E: ADDENDUM ACKNOWLEDGEMENT

The undersigned Offeror acknowledges receipt of the following Addenda posted on the official Town website pursuant to the specifications of the RFP and that any required adjustments have been made to the proposal:

	Addendum No. 1,	dated	
	Addendum No	_, dated	
	Addendum No	_, dated	
	Addendum No	_, dated	
	Addendum No	_, dated	
	Addendum No	_, dated	
OFFEROR			_ (sign)
OFFEROR			(print)
FIRM NAME_			
ADDRESS			
ADDRESS			

ATTACHMENT F: TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by an Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act. However, Section 2.2-4342 (F) of the Code of Virginia, as amended, states that the Offeror must invoke the protection of this section prior to or upon submission of the data or materials, and must identify the data or materials to be protected and state the reasons why protection is necessary. Please mark one:

()	No, the proposal submitted does <u>not</u> contain any trade secrets and/or proprietary information.
()	Yes, the proposal submitted <u>does</u> contain trade secrets and/or proprietary information.
pro	otec	s is selected above, please clearly identify below the exact data and/or other materials to be sted and list all applicable pages of the proposal document containing such data and/or ials:
dis mo or an rej for	stingstingstingstingstingstingstingsting	proprietary or trade secret material submitted must be CLEARLY IDENTIFIED by some content and such as highlighting or underlining within the body of the proposal document and indicate only the specific words, paragraphs, pictures of figures that constitute trade secrets apprietary information. The classification of an entire proposal document, line item prices at total proposal prices as proprietary or trade secrets is not acceptable and will result in item and return of the proposal. See Section IX. (H) "Submission Requirements" of the Request oposals document. The reason(s) why protection is necessary:

If the data and/or materials to be protected are not identified above and within the body of the proposal document and the reason(s) for the protection are not provided, the Offeror will not have invoked the protection of Section 2.2-4342 (F) of the Code of Virginia, as amended. Accordingly, effective upon award of the agreement, the proposal will be open and available for public inspection consistent with all applicable law.

Appendix A: Project Management Plan

The *Town of Purcellville 2015-2017 Comprehensive Plan Review Project Management Plan* is provided on the following pages for informational purposes only.

Town of Purcellville 2015-2017 Comprehensive Plan Review

Project Management Plan

Submitters:

Purcellville Planning Commission and Town Staff

Date:

June 4, 2015

REVISION HISTORY

Version Number	Date	Originator(s)	Reason for Change	
Draft 1	2/17/15	Paist	Initial Draft	
Draft 1.1	3/30/15	Galindo	Updates to Sections 1-4	
Draft 1.2	4/5/15	Paist	Updates to Sections 5, 7 and 16	
Draft 1.3	4/8/15	Paist	Updates to Sections 5, 7, 14, 18 and 19	
Draft 1.4	4/9/15	Galindo	Updates to Sections 6, 9, 11, 15, 17, 18 and 20	
Draft 1.5	4/10/15 AM	Galindo	Updates to Sections 4-7, 9-11, and 14-20	
Draft 2	4/10/15 PM	Galindo	Minor Revisions for Initial Review	
Draft 2.1	4/17/15	Galindo	Update to Section 21 and Minor Revisions for Release to Planning Commission	
Draft 2.2	4/20/15	Galindo	Updates to Sections 10 and 20 and Minor Revisions for Release to Town Council	
Adopted May 7, 2015				
Draft 3	6/4/2015	Galindo	Minor Revisions for Release with Request for Proposals	

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. . .

1. INTRODUCTION

The Project Management Plan (PMP) presents a clear and consistent definition of the scope, objectives, success criteria, communication methods, schedule, deliverables, and available resources for the review and revision of the *Purcellville*, *Virginia 2025 Comprehensive Plan* (2025 Plan). The PMP is a document created by the Town of Purcellville's Planning Commission Chair, Vice-Chair and staff. The document will be further reviewed, discussed, and updated, in a planning session, by the Planning Commission and a consultant before a final plan is produced.

According to Ken Black's *Causes of Project Failure*¹ for the Project Management Institute organization, planning for a project is:

The most important key to a project's success... While it is unlikely that project planners have knowledge of all activities and resources needed to effect successful project operations, it is imperative that they understand as much about the project goals and objectives as possible before project launch. Such planning items as project definition and scope are critical. In the survey of engineers, the No. 1 rated reason for project failure was "the project was not adequately defined at the beginning." The third most highly rated reason was "a lack of clearly defined project goals and objectives." The fifth most highly rated reason was "project planning was done with insufficient data." Another reason that was rated as important was "poor work definition." Each of these contains some aspect of project planning as a concern.

Consequently, the Purcellville Planning Commission (PC) will devote a significant amount of time to planning how to conduct the tasks necessary to, among other items, involve a cross-section of the most residents and businesses possible with innovative communication methods, define needs to be addressed, analyze feedback and technical studies, produce quality drafts of documents throughout the process, and present citizens and Town Council with an attractive and well organized final plan that is worthy of the Town of Purcellville. Normally, a well-run project utilizes 10% - 15% of its time in the planning phase.

The PMP is a living document which will be updated throughout the process of reviewing and updating the comprehensive plan and then retained for historical purposes.

2. AUTHORITY

The Code of Virginia grants the Planning Commission the authority and responsibility to conduct how the comprehensive plan is to be prepared and recommended while granting the Town Council with the sole authority to adopt the plan. As stated in § 15.2-2223, Section A:

"The local planning commission shall prepare and recommend a comprehensive plan for the physical development of the territory within its jurisdiction and every governing body shall adopt a comprehensive plan for the territory under its jurisdiction." Once a comprehensive plan has been adopted, the Code of Virginia § 15.2-2230 also requires the Planning Commission to review the plan "at least once every five years…to determine whether it is advisable to amend the plan."

The next review time frame for the Town of Purcellville is 2016, and the Town of Purcellville's Town Council recently adopted Resolution 15-01-02 on January 27, 2015 to initiate a complete review of the town's comprehensive plan and provide initial guidance on topics of particular interest to Council.

The resolution states that Council desires the review to include, but not be limited to,

- 1. an update of the town's history and census information;
- 2. an update of the town's plan for the physical development of the territory within its jurisdiction, including lands that have been incorporated into the Town's jurisdictional limits since 2006;
- 3. a plan for the physical development of territory located within the County's Joint Land Management Area for Purcellville;
- 4. amendments necessitated by the termination of the Town of Purcellville/County of Loudoun Annexation Agreement; and
- 5. a transportation plan that identifies the transportation infrastructure needed to support the planned development of the territory covered by the plan.

The resolution further directs the Planning Commission to make a recommendation on the revised comprehensive plan document by October 2016 while stating that Council desires to consider and adopt the revised Plan by March 2017.

The resolution is identified as <u>Appendix A – Town Council Resolution to Initiate Review</u> of the Town's Comprehensive Plan.

3. STATUTORY REQUIREMENTS

The Code of Virginia § 15.2-2223 through § 15.2-2232 states the statutory requirements concerning comprehensive plan preparation and recommendation by the Planning Commission.

3.1 Preparation

As noted in Section 2 (above), the Code of Virginia grants the Planning Commission the authority to prepare the comprehensive plan, and § 15.2-2223 states the following regarding its preparation and purpose:

In the preparation of a comprehensive plan, the commission shall make careful and comprehensive surveys and studies of the existing conditions and trends of growth, and of the probable future requirements of its territory and inhabitants. The comprehensive plan shall be made with the purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the territory which will, in accordance with present and probable future needs and resources, best promote the health, safety, morals, order, convenience, prosperity and general welfare of the inhabitants, including the elderly and persons with disabilities.

3.2 Content

In Virginia, the Code requires certain comprehensive plan elements, and it lists many other optional elements, shown in **Table 3.1**. It is also important to note that the scope of a comprehensive plan is essentially boundless as the Code does not limit the plan's content to the topics listed.

Table 3.1

Required **Optional** A transportation plan that designates a system of Designating areas for various types of infrastructure needs and recommendations that public and private development and uses. include designating new and expanded Designating a system of community transportation facilities and that support planned service facilities such as parks, athletic development of the locality. fields, forests, schools, playgrounds, public Long-range recommendations for general buildings and institutions, hospitals, development, which may include optional nursing homes, assisted living facilities, elements. community centers, waterworks, sewage disposal areas, and waste disposal areas. Designating areas and implementation measures for constructing, rehabilitating, and maintaining Establishing a capital improvements affordable housing, sufficient to meet current and program, land use regulations, and maps future needs of residents of all income levels. of districts. Designating impact fee service areas, if the Designating historical areas and areas for locality adopts an ordinance to impose a road urban renewal. impact fee. Designating areas for implementing Principles of traditional neighborhood design, if reasonable groundwater protection the comprehensive plan designates urban measures. development areas. Designating the location of existing and proposed recycling centers. Identifying the location of military bases, military installations, and military airports and their adjacent safety areas. Designating corridors or routes for electric transmission lines of 150 kilovolts or more, in consultation with the electric utility. Designating one or more urban development areas.

Adapted from *The Albemarle County Land Use Law Handbook*²

For accuracy and context of Virginia's statutes concerning the comprehensive plan, refer to Appendix B – Code of Virginia § 15.2-2223 through § 15.2-2232.

4. BACKGROUND

As noted in Section 2 (above), the Code of Virginia grants the Planning Commission the authority to review the comprehensive plan. Below are summaries of the Town of Purcellville's comprehensive plan reviews conducted over the past ten years.

4.1 2004-2006 Comprehensive Plan Review

As detailed on pages 4 through 8 of the 2025 Plan, the Plan's review and development arguably started three and a half years before its ultimate adoption. Beginning in May 2003, the Town held numerous charrettes, workshops, and meetings to provide opportunities for public involvement in the planning process. More formally, two workshops were held in September 2004 specifically for updating the Plan, and a private consultant was hired in the spring of 2005 to assist in the Plan's completion. With the consultant hired, a 10-month schedule from March to December 2005 was initially proposed for the creation and adoption of the document; however, the 2025 Plan was not ultimately adopted until December 19, 2006—a full year beyond the initial timeline.

Prior to the adoption of the 2025 Plan, the Town's Parks and Recreation Advisory Board (PRAB) worked throughout 2004 and 2005 to create the *Comprehensive Parks, Recreation, & Open Space Master Plan*, but it was not until January 8, 2008 that the Town adopted this document as an element of the 2025 Plan. The Town also worked from 2007 to 2009 on what would ultimately become the *Purcellville Townwide Transportation Plan* which was adopted as an element of the 2025 Plan on October 13, 2009.

4.2 2010-2011 Comprehensive Plan Review

In September 2010, town staff presented a draft schedule for reviewing the 2025 Plan to the Planning Commission, and the "kickoff" meeting for the review was held at the Commission's October 21st work session. However, due to staff turnover, the Commission did not start regularly reviewing the 2025 Plan during work sessions until February 2011. With new staff in place, the review undertaken was more limited than originally proposed and focused on assessing the plan's Implementation Progress Matrix. Over the course of the following 8 months, the Commission reviewed the 2025 Plan as part of 12 work sessions held after its regular meetings and measured the progress of implementation. Ultimately, the Planning Commission's recommended amendments resulting from this review were never adopted by Town Council.

5. UPDATE PURPOSE AND OBJECTIVES

According to Code of Virginia, the Town of Purcellville's Planning Commission must, at minimum, conduct a review to determine if comprehensive plan amendments are advised. Per the Town Council's resolution and due to rapid residential and business growth, changes in the residential, commercial, and industrial sectors, and the influx of

new town citizens with differing visions for the town, the Planning Commission will conduct a full review and update of the existing comprehensive plan.

5.1 Purpose

"The greatest human achievements - from ancient pyramids to modern skyscrapers - have all resulted from an ability to envision the future and muster the resources needed to achieve it."

- American Planning Association

The Town of Purcellville reviews and updates its comprehensive plan not only to satisfy the requirements of the Code of Virginia but to create an achievable vision of the town's future for the next generation. The comprehensive plan is the town's blueprint for future development and serves as the foundation for all decision-making in matters involving land use planning, zoning, and growth management.

The Town of Purcellville's review, update, and use of its comprehensive plan strives to:

- Improve the quality of the physical environment of the community in response to social, economic, and physical realities and forecasts;
- Provide for the well-being of the entire community, rather than advance the special interests of individuals or groups within the community;
- Promote community goals, objectives, and policies;
- Insert long-range considerations of goals in decisions about short-range actions;
- Act as a guide in the formation of additional plans;
- Coordinate the political and technical aspects of community development in order to eliminate conflict; and
- Enhance citizen participation in community development and provide citizens with a sense of security and civic pride.

5.2 Objectives

Four broad objectives in the comprehensive plan update are outlined in the PMP. Those objectives are to:

- Create community enthusiasm for updating the comprehensive plan;
- Gather input from a diverse range of residents, workers, and business owners;
- Analyze and discuss objective data and community input; and
- Capture the community's vision for Purcellville in a world-class professionallyproduced comprehensive plan.

Community Enthusiasm

The PC will reach out to the community through newspaper interviews, hand-delivered informational flyers, formal and informal existing town announcement avenues, introduction to a community plan video series involving residents, and two initial town meetings. These "kick-off" mechanisms are to create an enthusiasm and awareness in the community concerning the comprehensive plan update. Two months will be devoted to the preparation and execution of the "kick-off" activities since a lack of diverse, deep community involvement could result in a plan that does not reflect the entire community.

Community Involvement

Ten months are devoted to community involvement through traditional and innovative means. Acquiring public input and participation is accomplished through:

- Newspaper media awareness including quarterly interviews with all major newspaper outlets.
- A web page specifically devoted to the comprehensive plan including a blog highlighting the release of information and upcoming events as well as an archive of documents.
- An innovative video interview series focusing on specific questions while highlighting those who live and work in Purcellville.
- Online surveys which coincide with the video interviews. The surveys will contain approximately six questions every two weeks for six video episodes.
- Two initial open-ended public input sessions to ascertain general public thoughts, feelings and concerns about the town.
- Four to six focused public input sessions on specific topics or geographic areas that use active community planning tools.
- A final public recap meeting on the summary findings of the public input process before beginning development of the plan document.

Analysis

Analysis of objective data and the community's input will be completed by the town planning staff and consultants with further discussion by the PC, an advisory board, and separate town boards. Early analyses will guide the focus of later survey questions and town meetings. The results and analysis of survey questions will be posted every two weeks on the website for the community to see the direction of the analysis. At the end of the primary community involvement process and prior to developing the plan document, a final recap meeting will present the PC's summary findings to obtain the public's acknowledgement and confirmation of the results.

Quality Product

The PC and town planning staff have a goal of a final comprehensive plan that will, hopefully, be recognized for its innovative and well thought-out process resulting in a document that serves as a model for other communities.

6. SCOPE OF WORK

Scope gives definition to the project. This section explains specifically what the project should achieve as well as the key dimensions, boundaries, and limits of the project.

6.1 Project In-Scope

- Establishment of an overall vision for Purcellville's next 20-25 years.
- Numerous meetings to gather public input on general and specific topics.

- Review and update of all subject matter in the 2025 Plan including topics such as transportation, housing, and economic development.
- Creation of a plan element for adjoining lands outside of town.
- Creation of an implementation plan detailing the necessary steps to execute the plan after its approval.
- Creation and maintenance of a web site to inform the public, gather input, and archive materials throughout the update process.
- Creation of a new comprehensive plan document.

6.2 Project Out-of-Scope

- Full revision of the Comprehensive Parks, Recreation, & Open Space Master Plan.
- Full revision of the *Purcellville Townwide Transportation Plan*.
- Creation of a separate Economic Development Plan.
- Creation of new Board of Architectural Review (BAR) Design Guidelines.
- Creation of a full replacement for the Purcellville Urban Growth Area Management Plan that would be jointly adopted with Loudoun County.

6.3 Measures for Success

- Complete final comprehensive plan within 15% of estimated schedule.
- Complete final comprehensive plan within 15% of estimated cost.
- Track involvement of residents, workers, and business owners to establish a baseline by which future outreach efforts can be measured.
- PMP, status reports, lessons learned, issue resolutions, and other historical records are maintained and included as an appendix in the comprehensive plan for future use.
- Website updated at least once every two weeks.
- All materials posted to website and maintained throughout the update process.
- Assumptions and methods of technical work included as an appendix in the final plan.

6.4 Constraints

Below is a listing of project constraints. A constraint is an item that limits the planning and execution of the project.

 Regular day-to-day business of development review, permitting, and enforcement must meet appropriate statutory deadlines, and any periods of high activity would result in a reduction of staff time available to meet the schedule for the comprehensive plan project.

- Future submission of applications requiring legislative action will necessitate the use of unplanned staff and Planning Commission time currently scheduled for the comprehensive plan project.
- Allocated consultant and intern time may conflict with deliverable due dates.
- October 2016 deadline for a Planning Commission recommendation on amendments to the comprehensive plan previously established by Town Council's approval of Resolution 15-01-02.
- March 2017 deadline for Town Council adoption of amendments to the comprehensive plan previously established by Town Council's approval of Resolution 15-01-02.
- Availability of Planning Commissioners for additional meetings and workshops beyond the Commission's regular meetings due to other external time commitments.
- Dependence on availability and schedule of external sources (e.g. the Virginia Department of Transportation).
- Necessity of working around holiday seasons for public input sessions to ensure maximum availability of citizens to provide input.
- Budgetary limitations affecting consultant use, intern use, staff overtime, and public input sessions.

6.5 Assumptions

Assumptions are key aspects which the Project Team believes to be true but should be expressly stated to ensure validity and concurrence, including funding, resource availability, and participants' roles. Any assumptions that may cause difficulties or misrepresentation later in the project are listed.

- The Planning Commission, with town staff and consultant recommendations and guidance, has complete control in how the comprehensive plan review and update process is planned and executed.
- The Planning Commission's analysis of objective data and public input will jointly determine the outcome of the comprehensive plan review and update process.
- A consultant is provided for planning session facilitation, formulation and evaluation of survey and town meeting questions, build-out analysis, creation of maps and diagrams, and any additional guidance necessary.
- Resource(s) is available to create and maintain a separate web page for the comprehensive plan review and update process.
- Resource(s) is available to assist in document formatting, content review, and proofing of text and graphics.
- IT resources will be available for web page set-up, monthly update maintenance, and to solve technical issues throughout the project life-cycle.
- Estimated town funds for the project life-cycle will be appropriated.

- No change in town planning staff over the project life-cycle.
- No major change in Planning Commissioner appointees over the project lifecycle.
- Project scope, as stated in Section 6, does not change.
- A planning commissioner, tasked with videography duties, will be available for the entire video and survey schedule.
- The final comprehensive plan will be a printed document.

6.6 Acceptance Criteria

- The final comprehensive plan has met or exceeded all Code of Virginia minimum requirements.
- The content of the final comprehensive plan addresses the issues noted in Resolution 15-01-02:
 - (i) an update of the Town's history and census information;
 - (ii) an update of the Town's plan for the physical development of the territory within its jurisdiction, including lands that have been incorporated into the Town's jurisdictional limits since 2006;
 - (iii) a plan for the physical development of territory located within the County's Joint Land Management Area for Purcellville;
 - (iv) amendments necessitated by the termination of the Town of Purcellville/County of Loudoun Annexation Agreement; and
 - (v) a transportation plan that identifies the transportation infrastructure needed to support the planned development of the territory covered by the plan.
- The final comprehensive plan has met or exceeded defined quality checks defined in the PMP.

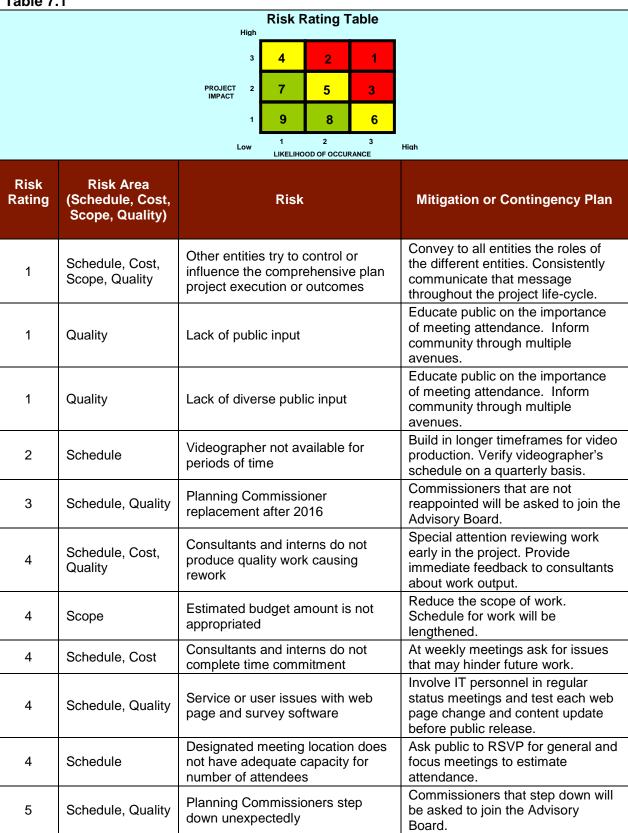
7. RISKS

Risks are possible issues that may negatively or positively impact the comprehensive plan outcome. These risks could result in cost and time overruns, an increase or reduction in the scope of the project, and/or a reduction in quality of the final comprehensive plan document. We identify risks to prepare solutions in case the risk becomes imminent.

Mitigation measures can be directed towards reducing the severity of risk consequences, reducing the probability of the risk materializing, or reducing the organization's exposure to the risk.

The risk identification, assessment, and mitigation information identified during the planning phase, shown in **Table 7.1**, will be reviewed throughout the comprehensive plan review and update process. Any additional risks identified in the future will be added and then tracked.

Table 7.1



Risk Rating	Risk Area (Schedule, Cost, Scope, Quality)	Risk	Mitigation or Contingency Plan
5	Scope, Quality	No clear vision produced from public input sessions	Meeting purpose, focus, and types of questions must be well-defined and controlled by one meeting facilitator.
5	Scope, Quality	Survey questions unclear or do not produce useable comments	Survey purpose, focus, and types of questions must be well-defined and reviewed.
7	Schedule, Cost	Code of Virginia concerning comprehensive plan review and update requirements change	No contingency
7	Schedule	Web page updates are not posted consistently	IT attendance at regular staff meetings and knowledge of web page update schedule.
9	Schedule, Quality	Committees consulting as content experts do not meet regularly to complete tasks on time	Explain importance of committee tasks at the beginning of the project.

8. WORK BREAKDOWN STRUCTURE

The WBS outlines the project deliverables with the associated deliverable owner, estimated time, and estimated cost for each deliverable. The WBS is completed during the project planning phase and is the prerequisite of a project schedule.

The Project Schedule is identified as Appendix C – Work Breakdown Structure.

9. MILESTONES

Table 9.1 contains milestones, represented by minor deliverables and tasks of strategic importance, to produce the major final comprehensive plan deliverable. A deliverable (the word is interchangeable with product) is an item that can be seen, touched and given to an individual or group. A task is not a product but an action necessary to generate deliverables. The table defines the milestone owner(s), estimated start date, and expected days to complete the milestone. The comment section provides clarification and status updates.

Table 9.1

Milestone	Owner(s)	Estimated Start Date	Estimated Duration	Comments
PMP Complete	Paist/Galindo	3/2/15	57 Days	
Intern Hired	Galindo/Sullivan	4/10/15	52 Days	
Consultant Hired	Galindo/Sullivan/ Paist/McCollum	4/10/15	127 Days	
Website Published	Galindo/Maday/	4/27/15	93 Days	

	Kasmier			
Background Information Summary Report	Galindo/Sullivan	6/1/15	30 Days	
Technical Review Committee (TRC) Membership Finalized	Galindo	6/1/15	30 Days	
Comprehensive Plan Advisory Board (CPAB) Membership Finalized	Paist/PC	6/1/15	30 Days	
2025 Plan Review Findings Report	Galindo/PC/ CPAB/TRC	7/1/15	51 Days	
Public Awareness Campaign	Paist/PC	7/27/15	49 Days	
Videos, Surveys, and Results Published to Website	Galindo/Van Istendal/Maday/ Kasmier	7/27/15	162 Days	
"Kick-off" Input Sessions	Consultant/ Galindo	8/3/15	47 Days	Projected Dates: 9/12/15 & 9/19/15
Preliminary Community Vision and Guiding Principles Established	Galindo/PC	10/1/15	1 Day	
Focus Input Sessions	Consultant/ Galindo/Paciulli	9/21/15	247 Days	Projected Dates: 11/14/15, 1/9/16, 2/13/16, 3/12/16, 4/9/16 & 5/14/16
Summary Findings Report	Galindo/ Consultant	5/16/16	18 Days	
Public Recap Meeting	Galindo/ Consultant	5/16/16	27 Days	Projected Date: 6/11/16
Outside of Town Update Report	Galindo/ Consultant/PC	6/13/16	70 Days	
Transportation Update Report	Galindo/ Vanegas/ Consultant	6/13/16	70 Days	
Parks and Recreation Update Report	Galindo/ Scoggins/PRAB/ Consultant	6/13/16	70 Days	
Economic Development Update Report	Galindo/Sullivan/ EDAC/ Consultant	6/13/16	70 Days	
Town Build-out Analysis	Consultant/ Galindo	6/13/16	70 Days	
Community Design Update Report	Galindo/BAR/ Consultant	6/13/16	70 Days	
Draft Maps and Diagrams	Consultant/ Galindo	6/27/16	60 Days	
Draft Plan for Transmittal to VDOT	Galindo/ Consultant	6/13/16	102 Days	
VDOT Review and Response	VDOT	9/23/16	90 Days	
Complete Comprehensive Plan	Galindo/ Consultant	9/16/16	119 Days	
PC Public Hearings and Vote	Paist/PC	1/13/17	35 Days	Projected Hearing Date: 2/2/17 Projected Date of Vote: 2/16/17

10. SCHEDULE

The project schedule depicts the project tasks' planned start and end times in a Gantt chart format. The project schedule will be updated and revised as actual task times are reported. **Table 10.1** depicts a simplified schedule.

The full Project Schedule is identified as Appendix D - Schedule.

Table 10.1

		2015			2016						2017													
Tasks	March	April	May	June	July	August	September	October	November	December	January	February	March	April	Мау	June	July	August	September	October	November	December	January	February
Develop Project Plan																								
Acquire Intern																								
Acquire Consultant																								
Web Page Set-Up																								
2006 Comp Plan Review																								
Community Awareness Drive																								
Community Input																								
Document Formation																								
Public Hearing(s)																								

11. FUNDING SUMMARY

Upon establishment of any acquisition needs the Purcellville town staff will follow the appropriate processes, working collaboratively with the Town Council and Planning Commission, to develop and execute the acquisition and funding. **Table 11.1** depicts the item description, estimated amount needed, the fiscal year to be charged the funded item, and time frame for use. **Table 11.2** provides the results of staff's research on the amounts that other Virginia communities have paid for consultants to assist in updating their comprehensive plans with descriptive comments.

Table 11.1

Description	Estimated Budget Amount	Fiscal Year(s)	Estimated Time Frame for Use
Consultant – Planning Commissioner Training Session	\$2,000	2015	April 2015
Consultant – Project Execution	\$50,000 - 100,000	2016/2017	August 2015 – March 2016
Intern(s)	\$0	2016/2017	June – August 2015 & June – August 2016
Printing Services	TBD	2017	March 2017
IT Software, Domain Name	TBD	2015/2016	May – July 2015
Materials and Venue(s) for Public Input Sessions	\$500 - 1000	2016	September 2015 – June 2016
Materials for Publicity	\$500	2016/2017	September 2015 – October 2016
Town Staff Overtime for Additional Meetings and Work Associated with the Project	\$8,000	2016/2017	July 2015 – March 2017

Table 11.2

Community	Amount Paid	Comments				
Herndon	\$175,000	Downtown Plan with Historic Resources Study, Market Study, and Infrastructure Assessment				
Bristol	\$138,000	Comprehensive Plan and 2 Small Area Plans; Spread Over 3 Fiscal Years				
Manassas	\$115,000	Comprehensive Plan				
Culpeper	\$96,000	Award-winning Comprehensive Plan				
Hopewell	\$85,000	Budgeted Amount for Comprehensive Plan; Still in RFP Process				
Winchester	\$75,000	Award-winning Comprehensive Plan; Used Consultants Most Similarly to Our Projected Use				
Haymarket	\$50,000	Comprehensive Plan; Used Consultant Already on Long-term Contract (No Project Specific RFP Issued)				
Dumfries \$35,000		Comprehensive Plan; Used Consultant Already on Long-term Contract (No Project Specific RFP Issued)				

12. ISSUES LOG

All issues are noted in the Issue Log with the issue's description, status, origination date, originator, required resolution date, impact to project, and resolution. The Issue Log should be reviewed weekly.

The Issues Log is identified as Appendix E - Issues Log.

13. ACTION ITEM LOG

The Action Log involves those complex actions of paramount importance and necessity to the project. The Action Log notes status, assigned date, description, result, who requested, who assigned, and due date.

The Action Item Log is identified as Appendix F - Action Item Log.

14. QUALITY ASSURANCE

Quality assurance must be attached to each requirement and deliverable. This process assures a review segment to control the quality of the work and resulting work products. **Table 14.1** depicts the deliverable, its description, the type of review, and the responsible party(ies) for conducting the review.

Table 14.1

Deliverable Item	Description	Type of Review	Reviewer(s)
PMP	Review the PMP for missed or unclear information	PC Workshop Walk Through, Peer And Expert Review	Dr. Chandler, PC, Town Staff, and Town Council
Survey and Video Outline	Review overall video and survey series, individual episodes, and intended execution and outcome	Meeting Discussions, and Expert Review	Town Staff and Attorney
Comprehensive Plan Review Analyzed Comments	Review the comments from various forms of public input after the comments have been analyzed and summarized by town planning staff in a written and oral report	Meeting Discussions	PC and Comp Plan Advisory Board
Survey Question Formation	Review proposed questions for clarity	Meeting Discussions	PC and Comp Plan Advisory Board
Video Scripts	Talking points for interviewing public and conveying information	Expert Review	Town Staff and Attorney
Consultant RFP	Announcement used to initiate consultant procurement	Peer Review	Town Staff
Intern Procurement Statement(s)	Announcement(s) used to fill intern position(s)	Peer Review	Town Staff
Web Page (initial)	Design and testing of web page before public release	User Testing	Town Staff, PC Chairs
Web Page (updates)	Testing of web page actions and content review before public release	User Testing	Town Staff, PC Chairs
Community Awareness List and Taskings	List of action items to initiate public awareness of upcoming comprehensive plan activities	Peer Review	CommDev Director
Public Awareness Flyer Flyer about comprehensive plan, upcoming calendar events, ways participate, and web page informations.		Peer Review	CommDev Director

Deliverable Item	Description	Type of Review	Reviewer(s)
Public Focus Meeting Set-up List and Public Announcement	Technical issues to physically set-up, announce, and conduct public focus meetings	Peer Review	CommDev Director
Public Focus Meeting Agenda, Objectives, and Roles	Content and objectives of the public focus meetings	Meeting Discussions	PC and Comp Plan Advisory Board
Survey Analyzed Comments	Review reports before the reports are put in front of committees for discussion	Meeting Discussions	CommDev Director
Focus Meeting Analyzed Comments	Review reports before the reports are put in front of committees for discussion	Meeting Discussions	CommDev Director
Topical Update Reports	Review of initial and subsequent report drafts	Meeting Discussions	Specific Boards, PC and Comp Plan Advisory Board
Comprehensive Plan Draft	Review of initial and subsequent comprehensive plan drafts	Meeting Discussions	Specific Boards, PC and Comp Plan Advisory Board
Public Meeting Agenda and Presentation	All general public meetings not covered as focus meetings	Peer Review	CommDev Director, PC and Comp Plan Advisory Board

15. SUPPORTING MANAGEMENT PROCESSES

There are additional processes that will be utilized and managed during the project execution. These processes are important enough to note where the process exists or to create the process as a part of the project planning.

15.1 Consultant Acquisition and Management

The process of acquiring the comprehensive plan consultant will comply with the Town of Purcellville Purchasing and Procurement Guidelines under the direction of the Finance Department.

15.2 Data Management

Incoming data will arrive from many sources such as surveys, meeting minutes, external sources for technical data, document drafts, and issue and action logs. All hard copy documents will be maintained throughout the update process and for any length of time as may be required by the Code of Virginia. All documents created digitally or that can practically be scanned will be provided on the project web site throughout the update process and then maintained on town servers for any length of time as may be required by the Code of Virginia.

15.3 Lessons Learned

Regular status reports will contain a section of "lessons learned" for future comprehensive plan reviews and updates.

16. COMMUNICATION

Table 16.1 establishes basic types of communications for project success, including meetings and status reports. Other types of reporting and communications may be discovered and added to the table during the project planning phase.

Table 16.1

Title	Communication Type	Owner	Participants	Frequency or Date	Comments
PC Updates	Written distribution and Meetings	Galindo	PC, Comp Plan Advisory Board, Public	Bi-monthly	
Town Council Status Updates	Town Council Meetings	PC Chair or Vice-Chair	Town Council, Public	Quarterly	
Public feedback and updates	Website by video, blog, and documents	Galindo, PC Chair and Vice-Chair	Public	Bi-monthly	
Newspaper Media	Media Notes and Interviews	PC Chair, Town Staff	Media	Quarterly	On-going communications as necessary
Initial Public Awareness 1	Utility Bill	Galindo, Town Staff	Public	Insert in September 2015 Utility Bill	On-going communications as necessary
Initial Public Awareness 2	Flyers through Personal Distribution	PC	Public	Early September 2015	Possible door- to-door distribution
Initial Public Awareness 3	Official Newspaper Announcement	Galindo, Town Staff	Public	Early September 2015	On-going communications as necessary
Initial Public Awareness 4	Media Focus	Media, Chair and Vice- Chair	Public	Early September 2015	On-going communications as necessary
Initial Organizational Awareness	Flyer Announcement	Town Council Reps, PC Chairs	Purcellville Organizations	Early September 2015	

17. PROJECT TEAM

Table 17.1 depicts the core project team members. Other temporary team members may be added with core project team discussions and asked to join project planning sessions.

Table 17.1

Name	Title	Project Role
Gil Paist	Chair – Planning Commission	Co-Project Lead
Daniel Galindo	Senior Planner	Co-Project Lead
Doug McCollum	Vice Chair – Planning Commission; Town Council Liaison	Direct analysis discussions and decisions, meetings with Town Staff
Nedim Ogelman	Planning Commissioner	Analysis discussions and decisions, specific tasks as volunteered
EJ Van Istendal	Planning Commissioner	Analysis discussions and decisions, specific tasks as volunteered
Theresa Stein	Planning Commissioner	Analysis discussions and decisions, specific tasks as volunteered
Chip Paciulli	Planning Commissioner	Analysis discussions and decisions, specific tasks as volunteered
Chris Bledsoe	Planning Commissioner	Analysis discussions and decisions, specific tasks as volunteered
Joan Lehr	Town Council Representative	
Patrick Sullivan	Director of Community Development	Staff
Alex Vanegas	Director of Public Works	Staff
Melanie Scoggins	Events Specialist	Staff
Dan Maday	IT Manager	Staff
Ross Kasmier	IT Systems Administrator	Staff
TBD	Consultant	Staff
Heidi Mitter	Intern	Staff

18. SUB-TEAMS

In addition to the core project team noted in Section 17 there may arise a need to institute temporary sub-team(s) throughout the project to address specific items. If a sub-team is formed the sub-team's purpose, time duration, and final deliverable will be stated in this section, as well as a duplicated **Table 18.1**.

18.1 Comprehensive Plan Advisory Board

The Comprehensive Plan Advisory Board will convene with the PC during the second PC monthly workshop to add perspectives to discussions. The Advisory Board will consist of one person nominated from each existing town board. The members of town boards have exhibited an interest in town volunteer work, subject matter knowledge, and have been appointed to their respective positions. If a board does not put forth a person to be a part of the Comprehensive Plan Advisory Board, that board will not be represented. In addition, any Planning Commissioner that steps down or is not reappointed will be asked to join the Advisory Board. The Advisory Board does not vote in PC meetings or on PC concerns.

Table 18.1

Name	Representing	Sub-Team Role
TBD	Parks and Recreation Advisory Board	Advisory Member
TBD	Economic Development Advisory Committee (EDAC)	Advisory Member
TBD	Board of Architectural Review	Advisory Member
TBD	Purcellville Arts Council	Advisory Member
TBD	Board of Zoning Appeals (BZA)	Advisory Member

19. PROJECT CLOSE-OUT

At completion of the comprehensive plan project, all documents and artifacts concerning the planning and execution of the comprehensive plan will be archived for future research. The PMP, estimated schedule baseline, and the actual completed schedule will be included in an appendix of the final comprehensive plan document.

20. PLAN ARTIFACTS

A plan artifact is an item used as a reference or informational document to be updated as part of the project execution. **Table 20.1** lists the artifacts for the comprehensive plan review and update process, which includes the description, update frequency if applicable, and location to find the artifact.

Table 20.1

Artifact	Description	Update Frequency	Location
Adopted <i>Purcellville, Virginia</i> 2025 Comprehensive Plan (2006)	Currently adopted comprehensive plan.	N/A – informational purpose only	TBD
Non-adopted PC Comprehensive Plan Review Comments (2011)	Results of most recent comprehensive plan review.	N/A – informational purpose only	TBD
Adopted Purcellville Townwide Transportation Plan (2009)	Currently adopted comprehensive plan element.	N/A – informational purpose only	TBD

Artifact	Description	Update Frequency	Location
Adopted Comprehensive Parks, Recreation & Open Space Master Plan (2004)	Currently adopted comprehensive plan element.	N/A – informational purpose only	TBD
Rescinded Purcellville Urban Growth Area Management Plan (1995)	Plan which previously regulated areas outside of town.	N/A – informational purpose only	TBD
Non-adopted Downtown Master Plan (2005)	Developed prior to the 2025 Plan. Partially incorporated into 2025 Plan.	N/A – informational purpose only	TBD
Eastern Gateway Charrette Presentation Slides (2010)		N/A – informational purpose only	TBD
Hirst Road Corridor Charrette Summary Report (2009)		N/A – informational purpose only	TBD
Schonder & Rust Properties Charrette Summary Notes (2006)		N/A – informational purpose only	TBD
Purcellville Downtown Charrette Report (2003)		N/A – informational purpose only	TBD
Town of Purcellville Market Study Update (Sept. 2014)		N/A – informational purpose only	TBD
Loudoun County General Plan (2001)		N/A – informational purpose only	TBD
City of Winchester (VA) Comprehensive Plan 2011	Won 2013 Comprehensive Plan Award from Virginia Chapter of the American Planning Association	N/A – informational purpose only	TBD
Town of Culpeper (VA) Comprehensive Plan (2013)	Won 2012 Comprehensive Plan Award from Virginia Chapter of the American Planning Association	N/A – informational purpose only	TBD
Current Town Demographics and Map Information		N/A – informational purpose only	TBD
2015-2017 Comprehensive Plan Review PMP		As Necessary	TBD
Project Schedule		As Necessary	TBD
Project Plan Action Log		As Necessary	TBD
Project Plan Issues Log		As Necessary	TBD
Community Comprehensive Plan web page		As Necessary	TBD

21. ACRONYMS AND DEFINITIONS

2025 Plan – Purcellville, Virginia 2025 Comprehensive Plan
BAR – Purcellville Board of Architectural Review
BZA – Purcellville Board of Zoning Appeals
CPAB – Comprehensive Plan Advisory Board

EDAC – Purcellville Economic Development Advisory Committee

IT – Information Technology

PC – Purcellville Planning Commission

PMP – Project Management Plan

PRAB - Purcellville Parks and Recreation Advisory Board

RFP – Request for Proposals
TBD – To Be Determined

TRC – Technical Review Committee

VDOT – Virginia Department of Transportation

WBS - Work Breakdown Structure

¹ PM Network, v. 10, no. 11 (Nov. 1996), pg. 21-24.

² The Albemarle County Land Use Law Handbook, Ch. 9, pg. 9-4 & 9-5

Appendix A

Town Council Resolution to Initiate Review of the Town's Comprehensive Plan

Mayor Kwasi A. Fraser

Council
Joan Lehr
John A. Nave
Patrick McConville II
Karen Jimmerson
Benjamin J. Packard
Douglass J. McCollum



TOWN OF PURCELLVILLE

IN

LOUDOUN COUNTY, VIRGINIA

Town Manager Robert W. Lohr, Jr.

Assistant Town Manager
J. Patrick Childs

221 S. Nursery Avenue Purcellville, VA 20132 (540) 338-7421 Fax: (540) 338-6205 www.purcellvilleva.gov

RESOLUTION NO.: 15-01-02

PRESENTED: ADOPTED:

JANUARY 27, 2015 JANUARY 27, 2015

A RESOLUTION: TO INITIATE A COMPLETE REVIEW OF THE TOWN'S COMPREHENSIVE PLAN

WHEREAS, the Town's Comprehensive Plan was last adopted on December 19, 2006; and

WHEREAS, since 2006, the Town has undergone significant changes, including the incorporation of new land into the Town's jurisdictional limits, the termination of the Town of Purcellville/County of Loudoun Annexation Agreement, and significant commercial development; and

WHEREAS, the Town has been asked by landowners in Loudoun County to consider further expansion to the Town's jurisdictional limits; and

WHEREAS, to ensure that the Town Plan remains a relevant and cohesive set of policies that guides decisions about future land development, infrastructure investments, public services, cultural events and recreation, the Town Council desires to consider and adopt amendments to the Town's Comprehensive Plan no later than March, 2017, which would include, but not be limited to, (i) an update of the Town's history and census information, (ii) an update of the Town's plan for the physical development of the territory within its jurisdiction, including lands that have been incorporated into the Town's jurisdictional limits since 2006; (iii) a plan for the physical development of territory located within the County's Joint Land Management Area for Purcellville; (iv) amendments necessitated by the termination of the Town of Purcellville/County of Loudoun Annexation Agreement; and (v) a transportation plan that identifies the transportation infrastructure needed to support the planned development of the territory covered by the plan.

NOW THEREFORE, the Council hereby directs the Town of Purcellville Planning Commission to conduct a complete review of the Town's Comprehensive Plan and to recommend all resulting amendments to the Town Council no later than October, 2016.

PASSED THIS 27TH DAY OF JANUARY, 2015.

Kwasi A. Fraser, Mayor Town of Purcellville

ATTEST:

Diana Havs. Town Olerk

Appendix B

Code of Virginia § 15.2-2223 through § 15.2-2232

Code of Virginia

Title 15.2. Counties, Cities and Towns

Chapter 22. Planning, Subdivision of Land and Zoning

Article 3. The Comprehensive Plan

§ 15.2-2223. Comprehensive plan to be prepared and adopted; scope and purpose.

A. The local planning commission shall prepare and recommend a comprehensive plan for the physical development of the territory within its jurisdiction and every governing body shall adopt a comprehensive plan for the territory under its jurisdiction.

In the preparation of a comprehensive plan, the commission shall make careful and comprehensive surveys and studies of the existing conditions and trends of growth, and of the probable future requirements of its territory and inhabitants. The comprehensive plan shall be made with the purpose of guiding and accomplishing a coordinated, adjusted and harmonious development of the territory which will, in accordance with present and probable future needs and resources, best promote the health, safety, morals, order, convenience, prosperity and general welfare of the inhabitants, including the elderly and persons with disabilities.

The comprehensive plan shall be general in nature, in that it shall designate the general or approximate location, character, and extent of each feature, including any road improvement and any transportation improvement, shown on the plan and shall indicate where existing lands or facilities are proposed to be extended, widened, removed, relocated, vacated, narrowed, abandoned, or changed in use as the case may be.

- B.1. As part of the comprehensive plan, each locality shall develop a transportation plan that designates a system of transportation infrastructure needs and recommendations that include the designation of new and expanded transportation facilities and that support the planned development of the territory covered by the plan and shall include, as appropriate, but not be limited to, roadways, bicycle accommodations, pedestrian accommodations, railways, bridges, waterways, airports, ports, and public transportation facilities. The plan shall recognize and differentiate among a hierarchy of roads such as expressways, arterials, and collectors. In developing the plan, the locality shall take into consideration how to align transportation infrastructure and facilities with affordable, accessible housing and community services that are located within the territory in order to facilitate community integration of the elderly and persons with disabilities. The Virginia Department of Transportation shall, upon request, provide localities with technical assistance in preparing such transportation plan.
- 2. The transportation plan shall include a map that shall show road and transportation improvements, including the cost estimates of such road and transportation improvements from the Virginia Department of Transportation, taking into account the current and future needs of residents in the locality while considering the current and future needs of the planning district within which the locality is situated.
- 3. The transportation plan, and any amendment thereto pursuant to § 15.2-2229, shall be consistent with the Commonwealth Transportation Board's Statewide Transportation Plan developed pursuant to § 33.2-353, the Six-Year Improvement Program adopted pursuant to subsection B of § 33.2-214, and the location of routes to be followed by roads comprising systems of state highways pursuant to subsection A of § 33.2-208. The locality shall consult with the Virginia Department of Transportation to assure such consistency is achieved. The transportation plan need reflect only those changes in the annual update of the Six-Year

6/5/2015

Improvement Program that are deemed to be significant new, expanded, or relocated roadways.

- 4. Prior to the adoption of the transportation plan or any amendment to the transportation plan, the locality shall submit such plan or amendment to the Department for review and comment. The Department shall conduct its review and provide written comments to the locality on the consistency of the transportation plan or any amendment to the provisions of subdivision 1. The Department shall provide such written comments to the locality within 90 days of receipt of the plan or amendment, or such other shorter period of time as may be otherwise agreed upon by the Department and the locality.
- 5. The locality shall submit a copy of the adopted transportation plan or any amendment to the transportation plan to the Department for informational purposes. If the Department determines that the transportation plan or amendment is not consistent with the provisions of subdivision 1, the Department shall notify the Commonwealth Transportation Board so that the Board may take appropriate action in accordance with subsection E of § 33.2-214.
- 6. Each locality's amendments or updates to its transportation plan as required by subdivisions 2 through 5 shall be made on or before its ongoing scheduled date for updating its transportation plan.
- C. The comprehensive plan, with the accompanying maps, plats, charts, and descriptive matter, shall show the locality's long-range recommendations for the general development of the territory covered by the plan. It may include, but need not be limited to:
- 1. The designation of areas for various types of public and private development and use, such as different kinds of residential, including age-restricted, housing; business; industrial; agricultural; mineral resources; conservation; active and passive recreation; public service; flood plain and drainage; and other areas;
- 2. The designation of a system of community service facilities such as parks, sports playing fields, forests, schools, playgrounds, public buildings and institutions, hospitals, nursing homes, assisted living facilities, community centers, waterworks, sewage disposal or waste disposal areas, and the like;
- 3. The designation of historical areas and areas for urban renewal or other treatment;
- 4. The designation of areas for the implementation of reasonable ground water protection measures;
- 5. A capital improvements program, a subdivision ordinance, a zoning ordinance and zoning district maps, mineral resource district maps and agricultural and forestal district maps, where applicable;
- 6. The location of existing or proposed recycling centers;
- 7. The location of military bases, military installations, and military airports and their adjacent safety areas; and
- 8. The designation of corridors or routes for electric transmission lines of 150 kilovolts or more.
- D. The comprehensive plan shall include the designation of areas and implementation of measures for the construction, rehabilitation and maintenance of affordable housing, which is sufficient to meet the current and future needs of residents of all levels of income in the locality

while considering the current and future needs of the planning district within which the locality is situated.

1975, c. 641, § 15.1-446.1; 1976, c. 650; 1977, c. 228; 1988, c. 268; 1989, c. 532; 1990, c. 19; 1993, cc. 116, 758; 1996, cc. 585, 600;1997, c. 587;2003, c. 811;2004, cc. 691, 799;2005, cc. 466, 699; 2006, cc. 527, 563, 564;2007, c. 761;2012, cc. 729, 733;2013, cc. 561, 585, 646, 656;2014, cc. 397, 443.

§ 15.2-2223.1. Comprehensive plan to include urban development areas.

A. For purposes of this section:

"Commercial" means property devoted to usual and customary business purposes for the sale of goods and services and includes, but is not limited to, retail operations, hotels, motels and offices. "Commercial" does not include residential dwelling units, including apartments and condominiums, or agricultural or forestal production, or manufacturing, processing, assembling, storing, warehousing, or distributing.

"Commission" means the Commission on Local Government.

"Developable acreage," solely for the purposes of calculating density within the urban development area, means land that is not included in (i) existing parks, rights-of-way of arterial and collector streets, railways, and public utilities and (ii) other existing public lands and facilities.

"Population growth" means the difference in population from the next-to-latest to the latest decennial census year, based on population reported by the United States Bureau of the Census. In computing its population growth, a locality may exclude the inmate population of any new or expanded correctional facility that opened within the time period between the two censuses.

"Urban development area" means an area designated by a locality that is (i) appropriate for higher density development due to its proximity to transportation facilities, the availability of a public or community water and sewer system, or a developed area and (ii) to the extent feasible, to be used for redevelopment or infill development.

- B. Any locality may amend its comprehensive plan to incorporate one or more urban development areas.
- 1. Urban development areas are areas that may be appropriate for development at a density on the developable acreage of at least four single-family residences, six townhouses, or 12 apartments, condominium units, or cooperative units per acre, and an authorized floor area ratio of at least 0.4 per acre for commercial development, any proportional combination thereof, or any other combination or arrangement that is adopted by a locality in meeting the intent of this section.
- 2. The urban development areas designated by a locality may be sufficient to meet projected residential and commercial growth in the locality for an ensuing period of at least 10 but not more than 20 years, which may include phasing of development within the urban development areas. Where an urban development area in a county with the urban county executive form of government includes planned or existing rail transit, the planning horizon may be for an ensuing period of at least 10 but not more than 40 years. Future residential and commercial growth shall be based on official estimates of either the Weldon Cooper Center for Public Service of the

University of Virginia, the Virginia Employment Commission, the United States Bureau of the Census, or other official government projections required for federal transportation planning purposes.

- 3. The boundaries and size of each urban development area shall be reexamined and, if necessary, revised every five years in conjunction with the review of the comprehensive plan and in accordance with the most recent available population growth estimates and projections.
- 4. The boundaries of each urban development area shall be identified in the locality's comprehensive plan and shall be shown on future land use maps contained in such comprehensive plan.
- 5. Urban development areas, if designated, shall incorporate principles of traditional neighborhood design, which may include but need not be limited to (i) pedestrian-friendly road design, (ii) interconnection of new local streets with existing local streets and roads, (iii) connectivity of road and pedestrian networks, (iv) preservation of natural areas, (v) mixed-use neighborhoods, including mixed housing types, with affordable housing to meet the projected family income distributions of future residential growth, (vi) reduction of front and side yard building setbacks, and (vii) reduction of subdivision street widths and turning radii at subdivision street intersections.
- 6. The comprehensive plan shall describe any financial and other incentives for development in the urban development areas.
- 7. A portion of one or more urban development areas may be designated as a receiving area for any transfer of development rights program established by the locality.
- C. No locality that has amended its comprehensive plan in accordance with this section shall limit or prohibit development pursuant to existing zoning or shall refuse to consider any application for rezoning based solely on the fact that the property is located outside the urban development area.
- D. Localities shall consult with adjacent localities, as well as the relevant planning district commission and metropolitan planning organization, in establishing the appropriate size and location of urban development areas to promote orderly and efficient development of their region.
- E. Any county that amends its comprehensive plan pursuant to subsection B may designate one or more urban development areas in any incorporated town within such county, if the council of the town has also amended its comprehensive plan to designate the same areas as urban development areas with at least the same density designated by the county. However, if a town has established an urban development area within its corporate boundaries, the county within which the town is located shall not include the town's projected population and commercial growth when initially determining or reexamining the size and boundary of any other urban development area within the county.
- F. To the extent possible, federal, state and local transportation, housing, water and sewer facility, economic development, and other public infrastructure funding for new and expanded facilities shall be directed to designated urban development areas or to such similar areas that accommodate growth in a manner consistent with this section.

§ 15.2-2223.2. Comprehensive plan to include coastal resource management guidance.

Beginning in 2013, any locality in Tidewater Virginia, as defined in § 62.1-44.15:68, shall incorporate the guidance developed by the Virginia Institute of Marine Science pursuant to subdivision 9 of § 28.2-1100 into the next scheduled review of its comprehensive plan. The Department of Conservation and Recreation, Virginia Marine Resources Commission, and the Virginia Institute of Marine Science shall provide technical assistance to any such locality upon request.

2011, c. 885.

§ 15.2-2224. Surveys and studies to be made in preparation of plan; implementation of plan.

A. In the preparation of a comprehensive plan, the local planning commission shall survey and study such matters as the following:

1. Use of land, preservation of agricultural and forestal land, production of food and fiber, characteristics and conditions of existing development, trends of growth or changes, natural resources, historic areas, ground water, surface water, geologic factors, population factors, employment, environmental and economic factors, existing public facilities, drainage, flood control and flood damage prevention measures, dam break inundation zones and potential impacts to downstream properties to the extent that information concerning such information exists and is available to the local planning authority, the transmission of electricity, road improvements, and any estimated cost thereof, transportation facilities, transportation improvements, and any cost thereof, the need for affordable housing in both the locality and planning district within which it is situated, and any other matters relating to the subject matter and general purposes of the comprehensive plan.

However, if a locality chooses not to survey and study historic areas, then the locality shall include historic areas in the comprehensive plan, if such areas are identified and surveyed by the Department of Historic Resources. Furthermore, if a locality chooses not to survey and study mineral resources, then the locality shall include mineral resources in the comprehensive plan, if such areas are identified and surveyed by the Department of Mines, Minerals and Energy. The requirement to study the production of food and fiber shall apply only to those plans adopted on or after January 1, 1981.

- 2. Probable future economic and population growth of the territory and requirements therefor.
- B. The comprehensive plan shall recommend methods of implementation and shall include a current map of the area covered by the comprehensive plan. Unless otherwise required by this chapter, the methods of implementation may include but need not be limited to:
- 1. An official map;
- 2. A capital improvements program;
- 3. A subdivision ordinance;
- 4. A zoning ordinance and zoning district maps;
- 5. A mineral resource map;
- 6. A recreation and sports resource map; and

7. A map of dam break inundation zones.

Code 1950, § 15-964.1; 1962, c. 407, § 15.1-447; 1975, c. 641; 1977, c. 228; 1980, c. 322; 1981, c. 418; 1988, c. 438; 1990, c. 97; 1991, c. 280; 1993, cc. 758, 770; 1996, cc. 585, 600;1997, c. 587; 2006, c. 564;2007, c. 761;2008, c. 491.

§ 15.2-2225. Notice and hearing on plan; recommendation by local planning commission to governing body; posting of plan on website.

Prior to the recommendation of a comprehensive plan or any part thereof, the local planning commission shall (i) post the comprehensive plan or part thereof that is to be considered for recommendation on a website that is maintained by the commission or on any other website on which the commission generally posts information, and that is available to the public or that clearly describes how the public may access information regarding the plan or part thereof being considered for recommendation, (ii) give notice in accordance with § 15.2-2204, and (iii) hold a public hearing on the plan. After the public hearing, the commission may approve, amend and approve, or disapprove the plan. Upon approval, the commission shall by resolution recommend the plan, or part thereof, to the governing body and a copy shall be certified to the governing body. Any comprehensive plan or part thereof approved by the commission pursuant to this section shall be posted on a website that is maintained by the commission or on any other website on which the commission generally posts information, and that is available to the public or that clearly describes how the public may access information regarding the plan or part thereof approved by the commission and certified to the governing body. Inadvertent failure to post information on a website in accordance with this section shall not invalidate action taken by the local planning commission following notice and public hearing as required herein.

Code 1950, §§ 15-908, 15-921, 15-922, 15-964.2, 15-964.3; 1958, c. 389; 1962, c. 407, § 15.1-448, 15.1-449; 1968, c. 735; 1975, c. 641; 1976, c. 642; 1997, c. 587;2009, c. 605.

§ 15.2-2226. Adoption or disapproval of plan by governing body.

After certification of the plan or part thereof, the governing body shall post the comprehensive plan or part thereof certified by the local planning commission on a website that is maintained by the governing body or on any other website on which the governing body generally posts information, and that is available to the public or that clearly describes how the public may access information regarding the plan or part thereof being considered for adoption. After a public hearing with notice as required by § 15.2-2204, the governing body shall proceed to a consideration of the plan or part thereof and shall approve and adopt, amend and adopt, or disapprove the plan. In acting on the plan or part thereof, or any amendments to the plan, the governing body shall act within ninety days of the local planning commission's recommending resolution. Any comprehensive plan or part thereof adopted by the governing body pursuant to this section shall be posted on a website that is maintained by the local governing body or on any other website on which the governing body generally posts information, and that is available to the public or that clearly describes how the public may access information regarding the plan or part thereof adopted by the local governing body. Inadvertent failure to post information on a website in accordance with this section shall not invalidate action taken by the governing body following notice and public hearing as required herein.

Code 1950, § 15-964.4; 1962, c. 407, § 15.1-450; 1975, c. 641; 1976, c. 642; 1997, c. 587;2000, c. 893;2009, c. 605.

§ 15.2-2227. Return of plan to local planning commission; resubmission.

If the governing body disapproves the plan, then it shall be returned to the local planning commission for its reconsideration, with a written statement of the reasons for its disapproval.

The commission shall have sixty days in which to reconsider the plan and resubmit it, with any changes, to the governing body.

Code 1950, § 15-964.5; 1962, c. 407, § 15.1-451; 1997, c. 587.

§ 15.2-2228. Adoption of parts of plan.

As the work of preparing the comprehensive plan progresses, the local planning commission may, from time to time, recommend, and the governing body approve and adopt, parts thereof. Any such part shall cover one or more major sections or divisions of the locality or one or more functional matters.

Code 1950, §§ 15-906, 15-921, 15-964.6; 1958, c. 389; 1962, c. 407, § 15.1-452; 1997, c. 587.

§ 15.2-2229. Amendments.

After the adoption of a comprehensive plan, all amendments to it shall be recommended, and approved and adopted, respectively, as required by § 15.2-2204. If the governing body desires an amendment, it may prepare such amendment and refer it to the local planning commission for public hearing or direct the local planning commission to prepare an amendment and submit it to public hearing within 60 days or such longer timeframe as may be specified after written request by the governing body. In acting on any amendments to the plan, the governing body shall act within 90 days of the local planning commission's recommending resolution. If the local planning commission fails to make a recommendation on the amendment within the aforesaid timeframe, the governing body may conduct a public hearing, which shall be advertised as required by § 15.2-2204.

Code 1950, §§ 15-908, 15-921, 15-964.7; 1958, c. 389; 1962, c. 407, § 15.1-453; 1975, c. 641; 1997, c. 587;2000, c. 893;2010, c. 821.

§ 15.2-2230. Plan to be reviewed at least once every five years.

At least once every five years the comprehensive plan shall be reviewed by the local planning commission to determine whether it is advisable to amend the plan.

Code 1950, § 15-964.8; 1962, c. 407, § 15.1-454; 1975, c. 641; 1997, c. 587.

§ 15.2-2230.1. Public facilities study.

In addition to reviewing the comprehensive plan, the planning commission may make a study of the public facilities, including existing facilities, which would be needed if the comprehensive plan is fully implemented. The study may include estimations of the annual prospective operating costs for such facilities and any revenues, including tax revenues, that may be generated by such facilities. For purposes of the study, public facilities may include but need not be limited to water and sewer lines and treatment plants, schools, public safety facilities, streets and highways. The planning commission may forward the study to the local governing body or any other local, regional, state or federal agency that the planning commission believes might benefit from its findings. The study shall also be forwarded to any utility companies or franchised cable operators that may be impacted by such public facilities. The utility companies, the franchised cable operators, and the locality shall cooperate and coordinate in the relocation of

such utilities and cable lines as may be appropriate to avoid unnecessary delays in the construction of public facilities and capital projects by the affected localities, consistent with the service obligations of the utility companies and franchised cable operators. For purposes of this section, the term "utility company" shall not include a municipal utility that operates outside its locality's boundaries.

1998, c. 609;2012, c. 553.

§ 15.2-2231. Inclusion of incorporated towns in county plan; inclusion of adjacent unincorporated territory in municipal plan.

Any county plan may include planning of incorporated towns to the extent to which, in the county local planning commission's judgment, it is related to planning of the unincorporated territory of the county as a whole. However, the plan shall not be considered as a comprehensive plan for any incorporated town unless recommended by the town commission, if any, and adopted by the governing body of the town.

Any municipal plan may include the planning of adjacent unincorporated territory to the extent to which, in the municipal local planning commission's judgment, it is related to the planning of the incorporated territory of the municipality. However, the plan shall not be considered as a comprehensive plan for such unincorporated territory unless recommended by the county commission and approved and adopted by the governing body of the county.

Code 1950, §§ 15-922, 15-964.9; 1962, c. 407, § 15.1-455; 1997, c. 587.

§ 15.2-2232. Legal status of plan.

A. Whenever a local planning commission recommends a comprehensive plan or part thereof for the locality and such plan has been approved and adopted by the governing body, it shall control the general or approximate location, character and extent of each feature shown on the plan. Thereafter, unless a feature is already shown on the adopted master plan or part thereof or is deemed so under subsection D, no street or connection to an existing street, park or other public area, public building or public structure, public utility facility or public service corporation facility other than a railroad facility or an underground natural gas or underground electric distribution facility of a public utility as defined in subdivision (b) of § 56-265.1 within its certificated service territory, whether publicly or privately owned, shall be constructed, established or authorized, unless and until the general location or approximate location, character, and extent thereof has been submitted to and approved by the commission as being substantially in accord with the adopted comprehensive plan or part thereof. In connection with any such determination, the commission may, and at the direction of the governing body shall, hold a public hearing, after notice as required by § 15.2-2204. Following the adoption of the Statewide Transportation Plan by the Commonwealth Transportation Board pursuant to § 33.2-353 and written notification to the affected local governments, each local government through which one or more of the designated corridors of statewide significance traverses, shall, at a minimum, note such corridor or corridors on the transportation plan map included in its comprehensive plan for information purposes at the next regular update of the transportation plan map. Prior to the next regular update of the transportation plan map, the local government shall acknowledge the existence of corridors of statewide significance within its boundaries.

B. The commission shall communicate its findings to the governing body, indicating its approval or disapproval with written reasons therefor. The governing body may overrule the action of the commission by a vote of a majority of its membership. Failure of the commission to act within 60

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days of a submission, unless the time is extended by the governing body, shall be deemed approval. The owner or owners or their agents may appeal the decision of the commission to the governing body within 10 days after the decision of the commission. The appeal shall be by written petition to the governing body setting forth the reasons for the appeal. The appeal shall be heard and determined within 60 days from its filing. A majority vote of the governing body shall overrule the commission.

C. Widening, narrowing, extension, enlargement, vacation or change of use of streets or public areas shall likewise be submitted for approval, but paving, repair, reconstruction, improvement, drainage or similar work and normal service extensions of public utilities or public service corporations shall not require approval unless such work involves a change in location or extent of a street or public area.

D. Any public area, facility or use as set forth in subsection A which is identified within, but not the entire subject of, a submission under either § 15.2-2258 for subdivision or subdivision A 8 of § 15.2-2286 for development or both may be deemed a feature already shown on the adopted master plan, and, therefore, excepted from the requirement for submittal to and approval by the commission or the governing body; provided, that the governing body has by ordinance or resolution defined standards governing the construction, establishment or authorization of such public area, facility or use or has approved it through acceptance of a proffer made pursuant to § 15.2-2303.

E. Approval and funding of a public telecommunications facility on or before July 1, 2012, by the Virginia Public Broadcasting Board pursuant to Article 12 (§ 2.2-2426 et seq.) of Chapter 24 of Title 2.2 or after July 1, 2012, by the Board of Education pursuant to § 22.1-20.1 shall be deemed to satisfy the requirements of this section and local zoning ordinances with respect to such facility with the exception of television and radio towers and structures not necessary to house electronic apparatus. The exemption provided for in this subsection shall not apply to facilities existing or approved by the Virginia Public Telecommunications Board prior to July 1, 1990. The Board of Education shall notify the governing body of the locality in advance of any meeting where approval of any such facility shall be acted upon.

F. On any application for a telecommunications facility, the commission's decision shall comply with the requirements of the Federal Telecommunications Act of 1996. Failure of the commission to act on any such application for a telecommunications facility under subsection A submitted on or after July 1, 1998, within 90 days of such submission shall be deemed approval of the application by the commission unless the governing body has authorized an extension of time for consideration or the applicant has agreed to an extension of time. The governing body may extend the time required for action by the local commission by no more than 60 additional days. If the commission has not acted on the application by the end of the extension, or by the end of such longer period as may be agreed to by the applicant, the application is deemed approved by the commission.

Code 1950, §§ 15-909, 15-923, 15-964.10; 1958, c. 389; 1960, c. 567; 1962, c. 407, § 15.1-456; 1964, c. 528; 1966, c. 596; 1968, c. 290; 1975, c. 641; 1976, c. 291; 1978, c. 584; 1982, c. 39; 1987, c. 312; 1989, c. 532; 1990, c. 633; 1997, cc. 587, 858;1998, c. 683;2007, c. 801;2009, cc. 670, 690; 2012, cc. 803, 835.

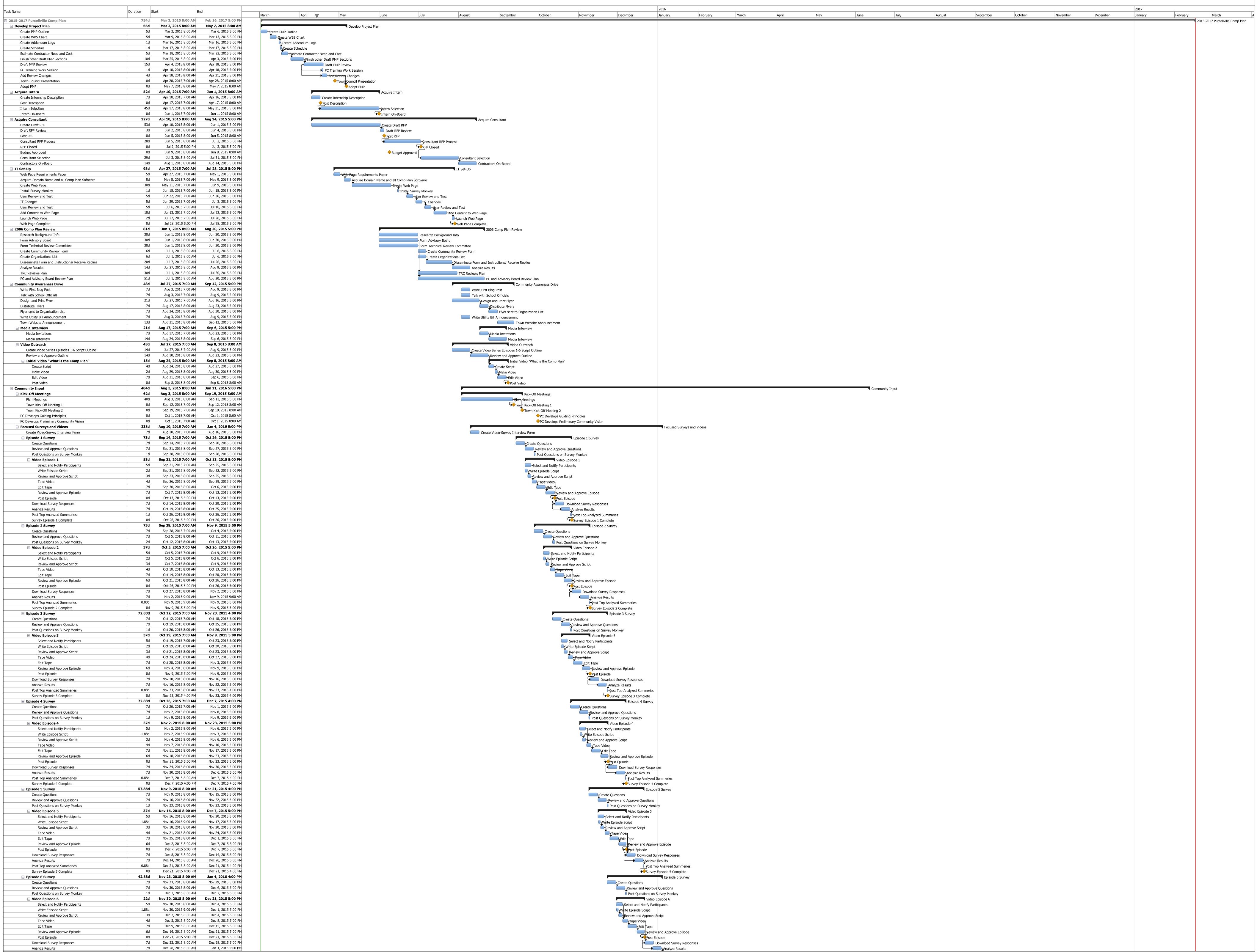
Appendix C

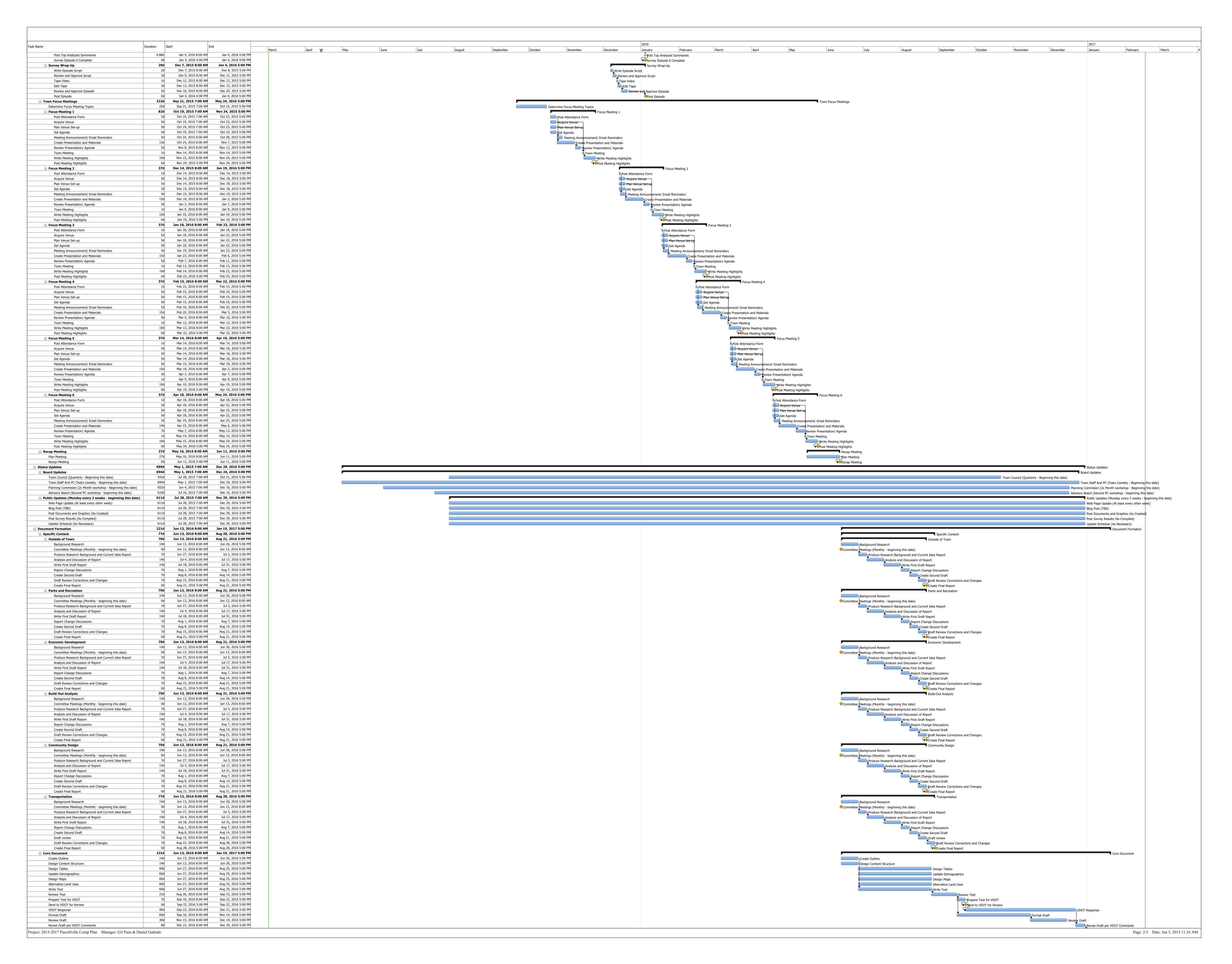
Work Breakdown Structure

(not provided with RFP)

Appendix D

Schedule





Task Name	Dunation	Start End		2016																							
	Duration		nu	March	April 🕎	May	June	July	August	September	October	November	December	January	February	March	April	May	June	July	August	September	October	November	December	January Fe	bruary March
Review Final Draft	7d	Dec 30, 2016 8:00 AM	Jan 5, 2017 5:00 PM		· · · · · · · · · · · · · · · · · · ·	.		:	•	:	:	:			:	:	·	·	:	·	·		·	:	:	Review Final Draft	
Finalize Draft for Public Hearings	14d	Jan 6, 2017 8:00 AM	Jan 19, 2017 5:00 PM																								t for Public Hearings
■ Public Hearings	35d	Jan 13, 2017 8:00 AM	Feb 16, 2017 5:00 PM																								Public Hearings
Newspaper Ad	15d	Jan 13, 2017 8:00 AM	Jan 27, 2017 5:00 PM																							News	paper Ad
Public Hearing 1	1d	Feb 2, 2017 8:00 AM	Feb 2, 2017 5:00 PM																							<u></u>	Public Hear <mark>i</mark> ng 1
Workshop Discussion	0d	Feb 2, 2017 5:00 PM	Feb 2, 2017 5:00 PM																							F	Public Hear <mark>i</mark> ng 1 Workshop Discussion
Enact Agreed Changes to Comp Plan	14d	Feb 3, 2017 8:00 AM	Feb 16, 2017 5:00 PM																							y	Fnact Agreed Changes to C
Public Hearing 2	0d	Feb 16, 2017 5:00 PM	Feb 16, 2017 5:00 PM																								Public Hearing 2
Planning Commission Recommendation Vote	0d	Feb 16, 2017 5:00 PM	Feb 16, 2017 5:00 PM																								Planning Commission Reco

Project: 2015-2017 Purcellville Comp Plan Manager: Gil Paist & Daniel Galindo

Appendix E

Issues Log (not provided with RFP)

Appendix F

Action Item Log (not provided with RFP)